

Before the
COPYRIGHT ROYALTY JUDGES
LIBRARY OF CONGRESS
Washington, D.C.

In the Matter of

Mechanical and Digital Phonorecord Delivery Rate
Adjustment Proceeding

Docket No. 2006-3 CRB DPRA

**THE WRITTEN DIRECT STATEMENT, WITNESS STATEMENTS & EXHIBITS OF
NATIONAL MUSIC PUBLISHERS' ASSOCIATION, INC., THE SONGWRITERS
GUILD OF AMERICA, AND THE NASHVILLE SONGWRITERS ASSOCIATION
INTERNATIONAL**

VOLUME V

Filed on April 10, 2007

EXHIBIT CO 0151

LM

Ring Tone License Agreement ("License")

1. General Terms:

License Date: June 1, 2006

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Warner Music Group Inc.
619 West 54th Street, 9th floor
New York, NY 10019
Attn: Ellen Frank

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Subject to Licensor's prior written approval, additional Compositions may be added to the Schedule A.

Purpose of License: The License covers telecommunication personalization products ("TPPs") consisting of "MasterTones," "Ringtones" and "Master Ringbacks" embodying Compositions (as individually defined below in paragraph 2 and sometimes collectively referred to herein as a "Recording" or "Recordings"). Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or service providers.

Length: Each Recording as permitted hereunder shall not exceed REDACTED seconds.

Non-precedential: It is understood that the terms outlined in this License are deemed to be non-precedential; the terms shall be inadmissible, and shall not be used to support any argument of law, in any litigation or arbitration or other proceeding that are of a similar nature or that concern similar issues, rights, works or materials.

Pro-Rata Royalty:

REDACTED

REDACTED

**Most Favored
Nations:**

REDACTED

Territory:

U.S.A and its territories ("Territory").

Term:

**One (1) year from the date hereof ("Term"). Commencing on or about
thirty (30) days prior to the end of the Term, the parties shall engage in**

good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory:

- (a) To create, or cause to be created, monophonic and polyphonic MIDI recordings of the Compositions ("RingTones");
- (b) To create, or cause to be created, downloadable and transmittable Recordings that are downloaded to an End-User's telecommunications device or computer to signal an incoming call or message ("MasterTones").
- (c) To create or cause to be created audio Recordings that are transmitted from a remote server and heard between the initiation of a call and acceptance or termination of the call ("Master Ringbacks");
- (d) To reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes,
- (e) To distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use;
- (f) To promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed REDACTED seconds.

No right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement or commercial on television or in any printed media, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service. Notwithstanding the foregoing, nothing herein shall restrict Licensee's ability to advertise or promote sales of Licensee's products in the ordinary course of business.

It is understood that no performance right is granted to Licensee by Licensor.

All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often

than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.

- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once.

REDACTED

4. Termination:

- (a) Either party may terminate the License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice of such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer

end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each Composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional Composition licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Recordings, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.

- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 

Elias Andrade

Director of Copyright & Licensing

Walton Music Group Inc. (Licensee)

By: 

SCHEDULE "A"

Note: Asterisks (*) are subject to approval by co-publisher

7

EXHIBIT CO 0152

Ring Tone License Agreement ("License")

1. General Terms:

License Date: March 3, 2006

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Wireless Developer Agency
2875 Northwind Drive, Suite 200
Lansing, MI 48823
Attn: Konstantin Zsigo

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or service providers. This license does not cover so-called "Ringback" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential.

Advance: Licensee shall pay to Licensor, upon execution of this Agreement but no later than March 28, 2006, Licensor's pro-rata share of
Redacted--- as of the date of execution of this Agreement by Licensee in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty: For Polyphonic and Monophonic MIDI ringtones:

(a) an amount equal to Licensor's pro rata share of twelve (12%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$0.10) cents;

For MasterTones:

(a) An amount equal to Licensor's pro rata share twelve (12%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of fourteen and one half (US\$0.145) cents.

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: U.S.A and its territories ("Territory").

Term: One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory:

(a) to create, or cause to be created, Monophonic and Polyphonic MIDI recordings of the Compositions as well as MasterTone recordings, which incorporate a recording of an artist and/or band performing the Compositions, in WAV, MP3 or similar downloadable and transmittable format ("Recordings").

(b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes,

(c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service

or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use;

(d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds.

Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an

underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensors's submission of documented costs.

4. Termination:

- (a) Either party may terminate the License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice of such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensors's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensors's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensors an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensors represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each Composition as set forth in Schedule "A" and as Licensors notifies Licensee with respect to any additional Compositions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.

- (b) Licensee warrants, represents, and agrees as follows:
- (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Recordings, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

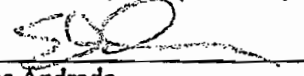
7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent

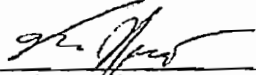
contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

WirelessDeveloper, Inc. (Licensee)

By: 
Konstantin J. Zsigo
President

LICENSED TERRITORY: USA

SCHEDULE "A"

Polyphonic and Mastertone use

| Title | Writer |
|-----------------------------------|-------------------------------|
| Composition Name / Writer: | Percentage Controlled: |
| CATCH THE WIND by Donovan Leitch | 100% |
| | |
| | |
| | |
| | |

Initial: DL FL

EXHIBIT CO 0153

Low

Ringtone License Agreement ("License")

License Date: 1st day of October 2005

Licensor: Peermusic ("Licensor")
5358 Melrose Ave.
Los Angeles, CA 90038

Licensee: Infospace Mobile, Inc. ("Licensee")
10960 Wilshire Blvd 8th Floor
Los Angeles, CA 90024

Compositions: All musical compositions listed on Schedule A (attached hereto and incorporated by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use additional compositions from time to time as ring tones, and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Length: No use of any Composition as permitted hereunder shall exceed ZERO minutes and forty-five (:45) seconds.

Royalty: (a) Mechanical rights fee: The greater of the following: i) the then current statutory rate (currently \$0.085), or ii) US\$00.10 for each successfully delivered Recording (as defined below) to a consumer end-user Licensee, or iii) [ten percent (10%)] of all revenue earned and/or received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, any and all advertising revenue earned by Licensee from any web site controlled by Licensee and upon which the Recordings are featured) ("Royalty").

(b) Performance rights fee: The greater of the following: i) US\$00.02 for each successfully delivered Recording (as defined below) to a consumer end-user Licensee, or ii) [two percent (2%)] of all revenue earned and/or received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee.

With respect to any co-published Compositions, the Royalty specified herein shall be pro-rated. Each transmission, download or upload of a Recording for which a Royalty is payable shall contain no more than one (1) Composition.

Advance: REDACTED

Most Favored Nations: If at any time during the Term hereof, Licensee pays any royalty for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial than the Royalty specified above, Licensee shall pay such royalty retroactively to the

CDL

account period during which such higher royalty is accounted to such other publisher, administrator or owner.

Territory: United States ("Territory")

Term: One (1) year from the date hereof ("Term").

1. **Grant of Rights:** Solely with respect to Licensor's fractional ownership interest in each Composition (as specified on Schedule A hereto), Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create ringtone sound recordings of the music, but not any lyrics, of the Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"); (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes and for subsequent distribution to consumer end-users; (c) to distribute, deliver and transmit, and to permit the approved sublicensee(s) to deliver, distribute and transmit, the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., SMS or WAP) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote and advertise (solely on the web site from which the Recordings will be made available for delivery to end-users) Licensee's ringtone service using segments of the Recordings not to exceed forty-five (45) seconds; and (e) to publicly perform portions of up to forty-five (45) seconds of non-dramatic renditions of the Compositions listed on Schedule A for the purposes of: i) creating, distributing and transmitting Recordings for use on wireless devices, ii) providing promotional previews of such Recordings incident to sale, and iii) playing such Recordings on the applicable end user's wireless device. Licensee shall cease to pay public performance license fees directly to Licensor promptly upon the execution of future agreements with each of BMI, ASCAP and SESAC for the same of equivalent performance rights granted by Licensor under this License. Except as otherwise provided herein, no right is granted to Licensee hereunder to use the music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. Notwithstanding the foregoing, direct links to web sites selling Recordings embodying the Compositions or direct links to web pages providing information on the songwriters and performing artists of the Compositions shall not be deemed a prohibited use hereunder. All rights not specifically granted herein are reserved by Licensor.

2. **Licensee Obligations:**

- (a) Licensee agrees to comply with any and all restrictions communicated to Licensee by Licensor relating to Territory, name and likeness, use restrictions and any other restrictions to which Licensor may be contractually bound. No name, likeness or biographical rights are granted to the Licensee except for the use of the name(s) of the writer(s) for credit purposes.
- (b) In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. **Royalty and Royalty Accountings:**

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed and remitted in United States dollars.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Licensor may terminate this License by giving Licensee notice in any of the following circumstances:
 - (i) Licensor or Licensee fails to perform any of its obligations under this License for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of written notice of such failure.
 - (ii) Licensee attempts to assign any of its rights under this License without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.
 - (iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's capital stock as of the date of this License, without Licensor's prior written consent.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.

- (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
 - (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
 - (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within fifteen (15) days after the end of the Term.
5. Notices: All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.
6. Warranties, Representations, and Indemnities:
- (a) Licensor represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Schedule A) that it has the full right, power and authority to enter into this License and to grant to Licensee all the rights hereunder on the terms and conditions set forth herein.
 - (b) Licensee warrants, represents and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall track and maintain records of the countries in which Recordings are downloaded, transmitted, delivered or otherwise distributed.
 - (iii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
 - (iv) Upon written instruction from Licensor, Licensee shall not license or distribute any Recording or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized use of the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.
 - (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party

concerned: Licensor's liability shall be limited to amounts received under this agreement.

7. Miscellaneous:

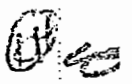
- (a) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (b) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (c) This License shall only be construed in accordance with the substantive and procedural laws of the State of California applicable to agreements entered into and wholly to be performed therein. The California Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of California, County of Los Angeles, or to the United States District Court for the district of Los Angeles; the parties hereto hereby grant sole and exclusive jurisdiction to such court and to any appellate courts having jurisdiction over appeals from such court(s).
- (d) The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) This License will not become effective until executed and delivered by Licensor and Licensee.

PEERMUSIC

By: 

INFOSPACE MOBILE, INC.

By: 



SCHEDULE A

Dated: October 1st 2005

The musical composition(s) (the "Composition(s)") covered by this License is/are:

| Song | Artist | Writer(s) | % Controlled | Territories |
|----------------------------------|----------------------------------|--|--------------|--|
| Case Of The Ex (Watcha Gonna Do) | Mya | Thabiso Nkhereanye, Traci Hale, Christopher Stewart | 25%* | World |
| Angels in Waiting | Tammy Cochran | T. Cochran, J. McBride, S. Harris | 33.34%* | World |
| As A Blonde | Fefe Dobsob | Shelly Peiken, Fefe Dobson, Greg Wells | 33.34%* | World |
| Besame | Ricardo Montaner | R. Montaner, J.L. Chacin | 50%* | World |
| Best Of My Life, The | Jesse McCartney | Robert Palmer, Lindy Robbins, David Arthur | 33.34%* | World |
| Candela | Chayanne | D. Poveda, E. Ender | 50%* | World |
| Como Olvidar | Olga Tanon | J.L. Piloto, G. Arenas | 50%* | World |
| Smooth Operator | Sade | Adw/St John | 50%* | World |
| Uh Huh | B2K | C. Stewart, Tab Nkhereanye, Traci Hale, Malik Crawford | 75%* | World |
| Adelante 1 | Sash! | Thomas Allison, Peter Faulhammer, Ralf Kappmeier, Sascha Lappessen, Adrian Rodriguez | 100% | World, exc. Canada & other's outside Lic. Agrmnt |
| Atlantis | Donovan | Leitch Donovan Phillips | 100% | World |
| Ballad In Blue | Benny Goodman | Carmichael; Kahal | 50% | USA 50%*/ROW 100% |
| Besame Mucho (PHAM) | The Coasters | Consuelo Velasquez, Sonny Skylar, Lopez (inst. Use credit 100% Velasquez) | 100% | World, exc. Mex. Cntrl America |
| Brazil | Frank Sinatra | Barroso/Russell (inst. Use credit 100% Barroso) | 100% | World, exc. terr. outside Lic. Agrmnt |
| Can't You Hear My Heartbeat | Herman's Hermits | Carter, Lewis, Ford | 100% | World |
| Cartas Marcadas (PHAM) | Cuisillos de Arturo Macias | C. Monge | 100% | World, exc. Mexico & Cntrl America |
| Catch the Wind | Donovan | Donovan Phillips Leitch | 100% | World |
| Cu Cu Rru Cu Cu Paloma (EMMI) | Julio Iglesias | Mendez, Tomas | 100% | World, exc. Mexico & Cntrl America |
| Deep In The Heart Of Texas | Duanne Eddy | J. Hershey/D. Swander | 100% | World |
| Derecho a la Vida (PHAM) | Conjunto Primavera | C. Sanchez | 100% | World exc. Mexico & Cntrl America |
| El Cumbanchero | Edmundo Ros | Hernandez, Raul | 100% | World ex. Brazil |
| Everyday | James Taylor | Petty, Hardin | 100% | World |
| Fascination | Nat King Cole | Marchetti, Manning | 100% | World |
| Georgia | Ludacris | H. Carmichael, S. Gorrell, C.B. Bridges, F. Carreras, D. T. Crawford, S. Johnson | 66.66%* | World, exc. terr outside Lic. Agrmnt |
| Georgia On My Mind | Ray Charles | Carmichael Hoagy/Gorrell Stuart | 100% | World exc. terr outside Lic. Agrmnt |
| Granada | Frankie Laine :: Placido Domingo | Lara, Dodd (instr. credit Lara 100%) | 100% | World ex. Brz |
| Hurdy Gurdy Man | Donovan | Leitch | 100% | World |

Handwritten initials/signature

| | | | | |
|---|---|---|---------|------------------------------------|
| Lazy River | Hoagy Carmichael | Carmichael, Arodin | 100% | World |
| Lose It All | Backstreet Boyz | Shelly Peiken, Andrew Berry, Wally Gagel | 33.34%* | World |
| Love Me With All Of Your Heart (EMMI) | Ray Charles Singers | Rigual; Rigual; Martinoli; Skylar | 100% | World exc. Mexico, Cntrl America |
| Major Tom (Coming Home) | Peter Schilling | Schilling; Lodge | 100% | World |
| Mama | Connie Francis | Bixio; Cherubini; Barlow; Brito | 100% | USA, Canada |
| Mambo No.5 (A Little Bit Of....) | Lou Bega | P. Prado, L. Bega, Zippy (instr. Prado 100%) | 100% | World, exc. Mexico & Cntrl America |
| Mas Que Nada | Sergio Mendez & Brazil 66 | J. Menezes | 100% | World |
| Mellow Yellow | Donovan | Leitch | 100% | World |
| Mucho Mambo 1 | Shaft | Gimbel/Ruiz (inst. Gimbel 100%) | 100% | World exc. Mexico, Cntrl America |
| Nada Fue Un Error | Coti with Paulina Rubio and Julieta Venegas | Coti Sorokin | 100% | World |
| Nada Valgo Sin Tu Amor | Juanes | Juan Esteban Aristizabal | 100% | World |
| Patricia (EMMI) | Perez Prado | Prado Perez | 100% | World exc. Mexico, Cntrl America |
| Perfidia | Ventures | Domiguez Borrás Alberto/Leeds Milton (Instr. Domínguez 100%) | 100% | World, ex.Brzi |
| Since I Don't Have You | Skyliners:: Brian Setzer : Art Garfunkle | Beaumont, Rock, Vagel, Verscareen, Taylor, Lester, Martin | 100% | World |
| Stand Up For Love | Destiny's Child | David Foster, Foster-Fillies | 50%* | World |
| Stumble | Natasha Bedinfield | Shelly Peiken, William Wells | 50%* | World |
| The Crying Game | Theme :: Boy George | Stephens | 100% | World |
| The Great Pretender | The Platters :: Freddy Mercury | Ram | 100% | World, ex.Brzi |
| Walk Like An Egyptian | The Bangles | Stenberg | 100% | World |
| Walk Right In (Forrest Gump) | Rooftop Singers | Cannon/Woods | 100% | World |
| What I Want Is You | Fefe Dobson | Shelly Peiken, Wally Gagel, Felicia Dobson | 33.34%* | World |
| You Belong To My Heart (English version to Solamente Una Vez) | Bing Crosby | Lara; Gilbert (inst. Credit Lara 100%) | 100% | World exc. Mexico, Cntrl America |
| Come On Over Baby (All I Want Is You) | Christina Aguilera | Johan Par Aberg, Christina Maria Aguilera, Chaka Kimathi Blackmon, Raymond Alexander Cham, Eric Dion Dawkins, Ron Fair, Shelly Peiken, Pauli Kaj Olavi Rehnkainen, Guy Tevaleua Roche | 20% | World |
| Flor Sin Retono (PHAM) | Charlie Zaa | R.Fuentes Gasson | 100% | World exc. Mexico, Cntrl America |
| God, Family & Country | Craig Morgan | Morgan, C./ Morris, C./ McDaniel, L. | 68.67%* | World |
| I Am A Man Of Constant Sorrow | Soggy Bottom Boys | Stanley, C. | 100% | World |
| Recostada En La Cama | El Chapo De Sinaloa | Mario A. Puppato, Adolfo Venezuela, Omar Venezuela (cont. from prev. page) | 50%* | World |
| The Glory of Love | Theme | Peter Celera, Diane Nini, D. Foster | 33.75%* | World |

52 (17)

| | | | | |
|---------------------|-------------------|--|---------|-------------|
| Yeah, Yeah, Yeah | Fefe Dobson | Shelly Peiken, Wally Gagel, Felicia Dobson | 33.34%* | World |
| You Are My Sunshine | Big Crosby | Jimmie Davis, Charles Mitchell | 100% | World |
| El Ayudante | Vicente Fernandez | M.E. Toscano | 100% | USA, Canada |

Note: Titles with * subject to co-pubs approval.

Handwritten signature and initials

EXHIBIT CO 0154

Ring Tone License Agreement ("License")

1. General Terms:

License Date: October 1, 2005

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Infospace Mobile, Inc.
10960 Wilshire Blvd 8th Floor
Los Angeles, CA 90024
Attn: Director of Licensing

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Length: Each Recording as permitted hereunder shall not exceed forty five (45) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: REDACTED

Royalty: The greater of the following:

- (i) (A) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

or

- (ii) ten percent (10%) of all revenue actually received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, any and all advertising revenue earned by Licensee from any web site controlled by Licensee and upon which the Recordings are featured) ("Royalty"). With respect to any co-published Compositions, the Royalty specified herein shall be pro-rated.

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty to Licensor retroactively to the account period during which such higher royalty is accounted to such other publisher, administrator or owner.

Territory:

Mexico, Brazil and Chile ("Territory").

Term:

One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed forty five (45) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in

connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, territory of download and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and

such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.

- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of

encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.

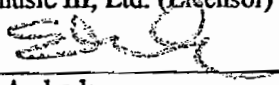
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Infospace Mobile, Inc. (Licensee)

By: 

Print Name: KIEVE Huffman

Title: VP, media Content

SCHEDULE A – Mexico, Chile and Brazil

| Title | Writer |
|---|--|
| <u>Composition Name / Writer:</u> | <u>Percentage Controlled:</u> |
| "Whenever I Run" by Shelly Pelken, John Shanks, Keith Urban | 33.34%; subject to approval from co-pub. |
| "You'll Find Me" by Tommy Connors, Vicent William | 50%; subject to approval from co-pub |
| "Keep on the Sunny Side" by A.P. Carter | 100% |
| "In the Jailhouse Now" by J. Rodgers | 100% |
| "Sophisticated Lady" by Mya Harrison, Rudy Currence, Rodney Richard, J. Johnson | 5%; subject to approval from co-pub |
| "Me Pones Sexy" by Thalia, Gregory Bruno, Joseph Cartagena, Davy Deluge, Cory Rooney, Brenda Russell | 9.5% collected; subject to approval from co-pub. |
| "I Want You" by Thalia, Bruno, Cartagena, Deluge, Rooney, Russell | 5%; subject to approval from co-pub |
| "Un Dia Normal" by Juan Aristizabal | 100% |
| "Si Tu Te Vas" by Juan Esteban Aristizabal | 100% |
| "Cuando Tu Me Quieras" by Barrios, Moreno | 100% |
| "Tuya Mas Que Tuya" by Fabian | 100% |
| "Cucala" by Wilfredo Figueroa | 100% |
| "Babelu" by Margarita Lecuona | 100% |
| "Sirena" by Leonel Garcia, Aureo Baquero | 75% *subject to approval from co-publisher |
| "I Still Believe In You" by Vince Gill, John Barlow Jarvis | 50% *subject to approval from co-publisher. |
| "I Am A Man Of Constant Sorrow" by Carter Stanley | 100% |
| "A Dios Le Pido" by Juan Esteban Aristizabal | 100% |
| "Come On Over Baby (All I Want Is You)" by Johan Par Aberg, Christina Maria Aguilera, Chaka Kimithi Blackmon, Raymond Alexander Cham, Eric Dion Dawkins, Ron Fair, Shelly Pieken, Pauli Kaj Olavi Reinikainen, Guy Tevateua Roche | 17% * subject to approval from co-publisher |
| "Entra En Mi Vida" by L. Garcia, N. Schajris | 50%* |
| "Kilómetros" by L. Garcia, N. Schajris | 50%* |
| "Frijolero" by Ayala Juan Francisco Gonzalez, Ebright Randy Clifford Wideman, Huidobro Preciado Miguel Angel | 10%* subject to approval from co-pub |
| "Foggy Mountain Breakdown" by Earl Scruggs | 100% |
| "Cerca De Ti" by T. Sodi (p/k/a Thalia), S. Morales, D. Siegel, G. Di Marco | 28% - subject to approval from co-pub. |
| "La Paga" by Juan Esteban Aristizabal (p/k/a Juanes) | 100% |
| "Fotografia" by Juan Esteban Aristizabal | 100% |

Initial: _____ / _____

2000

(Signature)

EXHIBIT CO 0155

Ring Tone License Agreement ("License")

1. General Terms:

License Date: September 30, 2005

Licensor: Peermusic III, Ltd. ("Licensor") (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
USA
Attn: Elias Andrade

Licensee: Jamster International Sarl ("Licensee")
41, Route des Arsenaux
Case Postale 249
CH - 1705 Fribourg
Switzerland
Attn.: Alf Tuveßon

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use the Compositions and additional compositions from time to time as ring tones (as hereinafter defined in Section 2 below as "Recordings"), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval, which approval will not be unreasonably withheld or delayed.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers ("End Users") through its own server or through a third party server that will be controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or service providers. This license does not cover so-called "Ringback" or "MasterTone" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential.

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than October 21, 2005 the sum of **Redacted** in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable advance against any and all Royalty (as hereinafter defined) that may become due Licensor hereunder. This Agreement shall not be deemed effective, and no rights or licenses shall

of CD

be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Fixation Fee: No fixation fee.

Royalty: The royalty ("Royalty") shall be equal to ten (10%) percent of the actual retail price paid by an End User for each confirmed completed transmission, download or other delivery of an operable Recording to a consumer End User for which payment is received by Licensee ("Recording Sold"), with a minimum royalty for each Recording Sold of ten cents (US\$.10), except that no Royalty shall be paid for any use or Recordings as contemplated in Section 2.(d). With respect to any Recording containing any Composition that is not wholly owned and/or controlled by Licensor in and throughout the Territory, the payment specified in this paragraph shall be pro-rated in proportion to Licensor's ownership or administrative share of such musical composition.

Most Favored Nations: If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: U.S.A and its territories ("Territory").

Term: One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, monophonic and polyphonic MIDI ring tone sound recordings of the music Compositions ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) for its internal business purposes and to provide the Recordings to End Users as permitted herein, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto End Users' individual telecommunications devices solely for such End Users' personal use; and (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate the License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice of such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Either party is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to either party or their assets.

- (c) A termination of the License under this Section 4 will not limit or affect any of Licensors other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensors direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensors an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensors represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensors notifies Licensee with respect to any additional musical compositions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee maintains a principal place of business within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially practical, to secure and maintain protection of the Recordings, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
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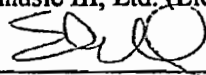
7. Miscellaneous:

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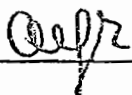
hereunder in whole or in part to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.

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- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Jamster International Sarl (Licensee)

By: 

SCHEDULE A

LIST OF MUSICAL COMPOSITIONS

Note: Titles with the asterisk (*) are subject to co-pubs approval and pro rata calculation of royalty fees.

| SONG: | AUTHOR (S): | PUB. / ADMIN: | % Controlled: | ARTIST: Courtesy Reference |
|---------------------------------|---|--------------------------|---------------|----------------------------|
| ALL BECAUSE OF YOU* | P.Medor, D.Nesmith, R.Butler Jr., J.Jones, R. Moore | Peermusic III, Ltd. | 25%* | |
| A DIOS LE PIDO | Aristizabal, Juan Esteban (p/k/a Juanes) | Peermusic III, Ltd. | 100% | Juanes |
| A ENCONTRARTE * | Garcia, Leonel/Baqueiro Guillen, Aureo Manuel | Peermusic III, Ltd. | 17%* | Sin Bandera |
| A PRIMERA VISTA | Garcia, Leonel | Peermusic III, Ltd. | 100% | Sin Bandera |
| AFUERA | Hernandez, Alfonso Estrada | Peermusic Ltd. | 100% | Caifanes |
| ALLA EN EL RANCHO GRANDE (PHAM) | González Esperón, Manuel | Peer International Corp. | 100% | Pedro Infante |
| ALMA LLANERA | Gutierrez, Pedro Elias | Peer Int'l Corp. | 100% | |
| AMAME | Juan Esteban Aristizabal (Juanes) | Peermusic III, Ltd. | 100% | Juanes |
| AMAR Y VIVIR | Consuelo Velazquez | | 100% | |
| AMOR A LA MEXICANA | Pupparo, Mario | Peermusic III, Ltd. | 100% | Thalia |
| AMOR SOBRE RUEDAS | Consuelo Velazquez | | 100% | |
| AMORICITY CORAZON (PHAM) | De Urdemalas, Pedro (w); Gonzalez, Manuel Esperon (m) | Peer International Corp. | 100% | Lupillo Rivera |
| ANOCHE (PHAM) | Consuelo Velazquez | | 100% | |
| ASI ES LA VIDA | Hernandez Marin, Rafael | Peer International Corp. | 100% | |
| AUNQUE TENGAS RAZON (PHAM) | Consuelo Velazquez | | 100% | |
| AVIENTAME | Hernandez Estrada, Alfonso | Peermusic Ltd. | 100% | Caifanes |
| AY COSITA LINDA | Francisco Galan | Peer International Corp. | 100% | Perez Prado |
| AY JALISCO NO TE RAJES (PHAM) | Esperon Gonzalez, M. / Cortazar Hernandez, E. | Peer International Corp. | 100% | Vicente Fernandez |
| AY MAMA * | Poveda, Donato/Ender, Erika | Songs of Peer, Ltd. | 50%* | Chayanne |
| BABARABATIRI (EMMI) | A. Daly | Peer International | 100% | Tito Puente/Perez Prado |

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| | | Corp. | | |
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| BALLAD IN BLUE* | Carmichael Hoagy/Kahal Irving | Songs of Peer Ltd. | 50%* | Benny Goodman |
| BE* | A. Williams, Jessica Simpson, Franne Golde, Kasia Livingston | Songs of Peer, Ltd. | 25%* | Jessica Simpson |
| BEMBA COLORA | Fumero, Jose Claro | Peer International Corp. | 100% | Celia Cruz |
| BESAME * | Chacin, Jorge Luis (music) / Montaner, Hector (lyrics) | Peermusic III, Ltd. | 50%* | Ricardo Montaner |
| BESAME MUCHO (PHAM) | Velasquez, Consuelo | Peer International Corp. | 100% | Luis Miguel |
| BONITO Y SABROSO (EMMI) | More, Benny | Peer International Corp. | 100% | Oscar De Leon |
| BORN TO LOSE | Daffan, Ted (p/k/a Frankie Brown) | Peer International Corp. | 100% | Leanne Rimes |
| BRAZIL | Barroso, Ary | Peer International Corp. | 100% | Placido Domingo |
| CANDELA * | Ender, Erika / Poveda Lopez, Donato | Songs of Peer Ltd. | 50%* | Chayanne |
| CAN'T YOU HEAR MY HEARTBEAT | Carter, John/Hawker, Kenneth | Southern Music Pub. Co. Inc. | 100% | Herman's Hermits |
| CARTAS MARCADAS (PHAM) | C. Monge | Peer International Corp. | 100% | Cuisillos de Arturo Macias |
| CIELITO LINDO (PHAM) | Mendoza, Quirino | Peer Int'l Corp. | 100% | Vicente Fernandez |
| COLOR ESPERANZA* | Lopez Cachurro/Sorokin Coti/Torres Diego | Songs of Peer Ltd. | 55%* | Diego Torres |
| COMO OLVIDAR* | Piloto, J / Arenas (Olga Tañon) | Songs of Peer Ltd. | 50%* | Olga Tañon |
| COMO TU | Estrada, Alfonso Hernandez | Peermusic Ltd. | 100% | Jaguares |
| CUANTO PODER | Sorokin, Coti; Cantero, Mariano | Songs of Peer, Ltd. | 50%* | Enanitos Verdes |
| DAMELO | Juan Esteban Aristizabal (Juanes) | Peermusic III, Ltd. | 100% | Juanes |
| DE LA NOCHE A LA MANANA | Reyli, Rafa, Alis, Tracks, Iguana | Peermusic III, Ltd. | 100% | Elefante |
| DE NORTE A SUR | Perrett, Cesar Juan Garcia (p/k/a Cesar Franco) | Peermusic III, Ltd. | 100% | |
| DEEP IN THE HEART OF TEXAS | Hershey, June/Swander, Don | Melody Lane | 100% | |

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| DEJA DE LLORAR CHIQUILLA | Lobos Diaz, Blas Eduardo (p/k/a Blas Eduardo) | Peermusic III, Ltd. | 100% | |
| DEJA QUE SALGA LA LUNA (EMMI) | Jose Antonio Jimenez | Peer International Corp. | 100% | |
| DEJAME QUERERTE | Consuelo Velazquez | Peer International Corp. | 100% | |
| DEJATE QUERER | Poveda Lopez, Donato | Songs of Peer, Ltd. | 100% | Gilberto Santa Rosa |
| DERECHO A LA VIDA (PHAM) | C. Sanchez | Peer International Corp. | 100% | Conjunto Primavera |
| DESDE QUE NO TE TENGO | James Beaumont, Walter Lester, and the Skyliners | Southern Music Pub. Co.Inc. | 100% | |
| ECHAME A MI LA CULPA (EMMI) | Jose Angel Espinosa Aragon | Peer International Corp. | 100% | |
| EL ABANDONAO* | Arellano, Rafael Lopez/Arrocha, Reyli Barba | Peermusic III, Ltd. | 50%* | Elefante |
| EL CUMBANCHERO | Hernandez, Rafael Marin | Peer International Corp. | 100% | Desi Amaz |
| EL PAVO REAL | Garcia, Juan M. | Peer International Corp. | 100% | |
| EL PESARES (Morro) | J. Barros | Peermusic III, Ltd. | 100% | Charlie Zaa |
| EL SINALOENSE (PHAM) | S. Briseño | Peer International Corp. | 100% | Patrulla 81 |
| ELLA (EMMI) | J. Jimenez | Peer International Corp. | 100% | Vicente Fernandez |
| ENAMORADA | Consuelo Velazquez | Peer International Corp. | 100% | |
| ENAMORADO PERDIDO | Consuelo Velazquez | Peer International Corp. | 100% | |
| ENJOY THE RIDE* | Tommy Connors | Peermusic III, Ltd. | 33.34%* | Ricky Skaggs |
| ENTRA EN MI VIDA * | Garcia, Leonel/Schajris, Nahuel | Peermusic III, Ltd. | 50%* | Sin Bandera |
| ES POR TI | Aristizibal, Juan Esteban (p/k/a Juanes) | Peermusic III, Ltd. | 100% | Juanes |
| EVERYDAY | Petty, Norman/Holly, Buddy | Peer International Corp. | 100% | Buddy Holly |
| EVERYDAY SEE YOU* | A. Williams, Jessica Simpson, Franne Golde, Kasia Livingston | Songs of Peer, Ltd. | 25%* | Jessica Simpson |

58

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| FIJATE BIEN | Aristizabal, Juan Esteban (p/k/a Juanes) | Peermusic Ltd. | 100% | Juanes |
| FIN | S. Hernandez, Alfonso | Peermusic Ltd. | 100% | Jaguares |
| FLOR SIN RETONO (PHAM) | Fuentes, Ruben | Peer International Corp. | 100% | |
| FOTOGRAFIA | Aristizabal, Juan Esteban (p/k/a Juanes) | Peermusic III, Ltd. | 100% | Juanes |
| FRANCISCO GUAYABAL | Wilfredo Leiva | Peer International Corp. | 100% | Beny Moré |
| FRENESI | Dominguez, Alberto | Peer International Corp. | 100% | Glenn Miller |
| GEORGIA ON MY MIND | Carmichael, Hoagy /Gorrell, Stuart | Peermusic Ltd. | 100% | Ray Charles |
| GIMME THA POWER | Huidobro, Miguel Angel Preciado | Peermusic Ltd. | 100% | Molotov |
| GLORY OF LOVE* | D. Foster, P. Cetera, D. Nini | Peermusic III, Ltd. | 33.75%* | Peter Cetera |
| GO ON AND CRY* | Foster | Peermusic, Ltd. | 50%* | Diana Digarmo |
| GOD, FAMILY & COUNTRY* | Morgan, C. , Morris, C. , McDaniel, L. | Peermusic III, Ltd. | 66.67%* | Craig Morgan |
| GOT TO BE REAL* | David Foster, David Paich, Cheryl Lynn | Peermusic Ltd. | 33.33%* | Cheryl Lynn / Wil Smith |
| GOZATE LA VIDA | Sandino, Amparo | PSO Limited | 100% | Amparo Sandino |
| GUADALAJARA | Guizar, Pepe | Peer International Corp. | 100% | |
| HASTA QUE DEJES DE RESPIRAR | Hernandez Estrada, Alfonso, Gonzalez, Alfonso Andre | Peermusic Ltd. | 100% | Caifanes |
| HIT ME | Huidobro, Miguel Angel Preciado | | 100% | Molotov |
| HOOK UP* | Christopher Stewart, Penelope Magnet | Songs of Peer, Ltd. | 66.66%* | Britney Spears |
| HURDY GURDY MAN | Donovan, Leitch | Peer International Corp. | 100% | Donovan |
| I HAVE NOTHING* | David Foster, Linda Thompson | Peermusic, Ltd. | 25%* | Juanes |
| I STILL BELIEVE IN YOU* | John Jarvis | Songs Of Peer, Ltd. | 50%* | Vince Gill |
| I WANT YOU* | Ariadna Sodi Miranda (p/k/a Thalia; Joseph Cartagena, Davy Deluge, Cory Rooney, Brenda Russell, Gregory Bruno | Peermusic III, Ltd. | 5%* | Thalia |
| I WISH* | Medor/Nesmith/Butler | Peermusic III, Ltd. | 50%* | Omarion |
| IF YOU'VE GOT THE MONEY I'VE GOT THE TIME | Lefty, Frizzell/ Back, Jim | Peer International Corp. | 100% | |

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| I'M A MAN OF CONSTANT SORROW | Stanley | Peer International Corp. | 100% | The Soggy Bottom Boys |
| IM GON' CHANGE* | Medor/Nesmith/Butler | Peermusic III, Ltd. | 50%* | Omarion |
| INOLVIDABLE | Guitierrez, Julio | Peermusic | 100% | Luis Miguel |
| IT'S OH SO QUIET (Jetzi Ist Es Still) | Hans Lang to be credited solely for music (if lyrics used: German lyrics by Erich Meder, English lyrics by Bert Reisfleid) | Songs of Peer, Ltd. | 100% | Bjork |
| JENIFER JUNIPER | Donovan, Leitch | Peer International Corp. | 100% | Donovan |
| KEEP ON THE SUNNY SIDE | A.P. Carter | Peer International Corp. | 100% | |
| KILOMETROS* | Garcia Leonel / Schajris, Nahuel | Peermusic III, Ltd. | 50%* | Sin Bandera |
| LA BIKINA | Fuentes, Ruben Gasson | Peermusic III, Ltd. | 100% | Luis Miguel |
| LA BOA | Reyes/Reyna | Peer International Corporation | 100% | Molotov |
| LA CAMISA NEGRA | Juan Esteban Aristizabal (Juanes) | Peermusic III, Ltd. | 100% | Juanes |
| LA CERVEZA Y EL DOLOR | Salmeron, Luis César Aguirre | Peermusic III, Ltd. | 100% | |
| LA CITA | Chacin / Barrios | Peermusic III, Ltd. | 100% | BACHA |
| LA LLORONA | Estrada, Alfonso Hernandez (p/k/a S. Hernandez) | Peermusic Ltd. | 100% | Caifanes |
| LA MUCURA | Antonio Fuentes | Peer International Corporation | 100% | La Integracion |
| LA NEGRA TOMASA | Rodriguez, Guillermo (p/k/a Fiffe) | Peer International Corporation | 100% | Caifanes |
| LA PAGA | Aristizabal, Juan Esteban (p/k/a JUANES) | Peermusic III, Ltd. | 100% | Juanes |
| LA QUE SE FUE | Arrocha, Reyli Barba/Arellano, Rafael Lopez | Peermusic III, Ltd. | 100% | Elefante |
| LA ROSA DE ORO (EMMI) | C. Sanchez | Peer International Corp. | 100% | Los Horoscopos De Durango |
| LABIOS DE FUEGO | Arrocha, Reyli Barba/Lucrecia Garcia | Peermusic III, Ltd. | 100% | Alejandra Guzman |
| LAGUNA DE PESARES (EMMI) | Sosa/Mendez | Peer International Corp. | 100% | Lupillo Rivera |
| LAZY RIVER | Arodin Carmichael | | 100% | Hoagy Carmichael |

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| LLEGANDO A TI (EMMI) | J. Jimenez | Peer International Corp. | 100% | Lupillo Rivera |
| LO QUE ME GUSTA A MI | Juan Esteban Aristizabal (Juanes) | Peermusic III, Ltd. | 100% | Juanes |
| LONG NECK BOTTLE* | Wariner, Steve/Carnes, Rick | Songs of Peer Ltd. | 50%* | |
| LOVE ME FOR ME* | S. Peiken | Peermusic III, Ltd. | 33.34%* | Ashlee Simpson |
| LOVE THEME FROM ST.ELMO'S FIRE (INSTR.) * | Foster, David | Peermusic Ltd. | 50%* | David Foster |
| LUCHARE POR TU AMOR* | Monti, Facundo; Folguera, Ruy; Entraigues, Maria | Songs of Peer, Ltd. | 40%* | Alejandro Fernandez |
| LUNA | Aristizabal, Juan Esteban (p/k/a JUANES) | Peermusic III, Ltd. | 100% | Juanes |
| MAIS QUE NADA | Menezes, Jorge L. | Peer International Corp. | 100% | Sergio Mendes |
| MAJOR TOM (Voellig Losgeloest) | Schilling, Pierre | Southern Music Pub. Co. Inc. | 100% | Peter Schilling |
| MALA GENTE | Aristizabal, Juan Esteban (p/k/a JUANES) | Peermusic III, Ltd. | 100% | Juanes |
| MAMBO NO. 5 (A LITTLE BIT OF...) [EMMI] | Bega, Lou/Zippy/Prado, Damaso Perez (NOTE: Instrumental usage, please credit only Perez Prado) | Peer International Corp. | 100% | Lou Bega |
| MAMBO NO. 5 (EMMI) | Prado, Domaso Perez | Peer International Corp. | 100% | Perez Prado |
| ME AGAINST THE MUSIC (In the Zone)* | Steward, Christopher/ Nash, Terius Youndell / Magnet, Penelope / Hardnett, Dorian Michelle / Nkhercanye, Thabiso / Spears, Britney / O'brien, Gary | Songs of Peer, Ltd. | 73%* | Britney Spears |
| ME GUSTA EL CHA CHA CHA | Santiago "SAM" Malnati | Peermusic III, Ltd. | 100% | |
| ME GUSTAS TU | Chao, Manu | Peermusic III, Ltd. | 100% | Manu Chau |
| ME PONES SEXY* | T. Sodi, B. Russell, C.Rooney, J. Cartagena, D. Deluge, G.Bruno | Peermusic III, Ltd. | 5% | Thalia |
| MELLOW YELLOW | Donovan, Leitch | Peer International Corp. | 100% | Donovan |

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| MEXICAN 2002, THE* | Ariadna Sodi Miranda (p/k/a Thalia) Olivier, Jean- Claude /Samuel Barnes/Shackloc, Alan/Rooney, Cory | Peermusic III, Ltd. | 20% | Thalia |
| MEXICO LINDO Y QUERIDO (PHAM) | Monge Ramirez, Jesus | Peer International Corp. | 100% | |
| MEXICO VIVE | Hernandez, Jose Ledesma | Peermusic, Ltd. | 100% | |
| MI BELLO MAZATLAN (PHAM) | Consuelo Velazquez | Peer International Corp. | 100% | |
| MI RESPUESTA (PHAM) | Consuelo Velazquez | Peer International Corp. | 100% | |
| MIEDO | Hernandez, Alfonso Estrada | Peermusic Ltd. | 100% | Caifanes |
| NADA | Aristizabal, Juan Esteban (p/k/a Juanes) | Peermusic Ltd. | 100% | Juanes |
| NADA VALGO SIN TU AMOR | J. Ariztizbal | Peermusic III, Ltd. | 100% | Juanes |
| NI ME DEBES NI TE DEBO | Baruch/Delis | Peer International Corp. | 100% | Rocio Sandoval |
| NO DEJES QUE | Alfonso Hernandez Estrada (p/k/a S. Hernandez) | Peermusic Ltd. | 100% | Jaguars |
| NO HAGAS LLORAR ESA MUJER (PHAM) | J. Pardave | Peer International Corp. | 100% | Vicente Fernandez |
| NO ME LLAMES a/k/a Frijolero* | Miguel Angel Huidobro Preciado/Francisco Ayala Gora & Randy Ebright | Peermusic Ltd. | 10%* | Molotov |
| NO ME PLATQUES MAS (PHAM) | Garrido, Vicente | Peer International Corp. | 100% | |
| NO PIENSES ASI | Delgado Perez, Jose | Peer International Corp. | 100% | |
| NO SIENDO PENAS | Juan Esteban Aristizabal (Juanes) | Peermusic III, Ltd. | 100% | Juanes |
| NO VOLVERE (PHAM) | Consuelo Velazquez | | 100% | |
| NOCHES ETERNAS (PHAM) | Valdez, Leal Felipe | PIC | 100% | |
| OBSESION | Flores Cordova, Pedro | Southern Music Pub. Co. Inc. | 100% | |
| OLD SALTY DOG BLUES | Wiley Morris/Zeke Morris | Peer International Corporation | 100% | Lester Flatt & Earl Scruggs |
| ORGULLOSA Y BONITA | Consuelo Velazquez | | 100% | |
| PALOMA NEGRA (EMMI) | Tomas Mendez Sosa | Peer International Corp. | 100% | |

26

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| PARA ALCANZARTE * | Garcia, Leonel/Schajris, Nahuel | Peermusic III, Ltd. | 50%* | Sin Bandera |
| PARA TU AMOR | Juan Esteban Aristizabal (Juanes) | Peermusic III, Ltd. | 100% | Juanes |
| PARAISO | Brant/Cuevas | Peermusic Ltd. | 100% | La Ley |
| PASITO TUN TUN | J. Menendez | Southern Music Pub. Co. Inc. | 100% | La Onda |
| PEACH PICKIN' TIME IN GEORGIA | J.Rodgers / C.McMichen | Peer International Corp. | 100% | Willie Nelson |
| PENSARAS EN MI | Consuelo Velazquez | Peer International Corp. | 100% | |
| PERFIDIA | Dominguez, Alberto | Peer International Corp. | 100% | Linda Ronstadt |
| PERHAPS, PERHAPS, PERHAPS (English version to "Quizas Quizas Quizas") Note: Usage of music only is credited 100% to Osvaldo Farres) | Osvaldo Farres, Joe Davis | Peer International Corp. | 100% | Nat King Cole |
| PERO NUNCA ME CAI | Hernandez, Alfonso Estrada/Marcovich, Alejandro | Peermusic Ltd. | 100% | Caifanes |
| POR AMARTE | Peirett, Cesar Juan Garcia (p/k/a Cesar Franco | Peermusic III, Ltd. | 100% | |
| POR UNA MUJER CASADA (PHAM)* | F. Valdez | Peer International Corp. | 40%* | Banda Aventurero |
| PRECIOSA | Hernandez Marin, Rafael | Peer International Corp. | 100% | Marc Anthony |
| PROHIBIDO EL PASO | Ricardo Torres Ortiz | SMP | 100% | |
| QUE BONITA ES MI TIERRA | Fuentes/Molina | Peermusic III, Ltd. (Globo) | 100% | Patrulla 81 |
| QUE BUENO BAILA USTED | Beny Moré | Peer International Corp. | 100% | Tito Puente |
| QUE MANERA DE PERDER (PHAM) | Sanchez, Cuco | Peer International Corp. | 100% | |
| QUE RICO EL MAMBO (EMMI) | Prado, Damaso Perez | Peer International Corp. | 100% | |
| QUE SEAS FELIZ (PHAM) | Velasquez, Consuelo | Peer International Corp. | 100% | |
| QUE TONTERIA (PHAM) | Consuelo Velazquez | Peer International Corp. | 100% | |
| QUISIERA SER * | Poveda Lopez, Donato /Freiberg, Daniel | Songs of Peer Ltd. | 50%* | |
| QUISIERA SER ALCOHOL | Hernandez, Alfonso Estrada | Peermusic Ltd. | 100% | Caifanes |

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| RAN KAN KAN | Tito Puentes | Peer International Corp. | 100% | Tito Puente |
| RETURN TO ME | Danny DiMinno / Carmen Lombardo | Southern Music Pub. Co. Inc. | 100% | Dean Martin |
| ROCK AROUND THE CLOCK | Freedman, Max/DeKnight, Jimmy | Peermusic | 100% | |
| SABOR A MI (PHAM) | Carillo, Alvaro | Peer International Corp. | 100% | |
| Sabra Dios (EMMI) | Carrillo Alarcon, Alvaro | Peer International Corp. | 100% | |
| SENDERITO DE AMOR (PHAM) | R. Armendariz | Peer International Corp. | 100% | Charlie Zaa |
| SEXXXY * | Carlos Julio Molina | Peermusic III, Ltd. | 33.34%* | DJ Trece |
| SI ME BESAS * | Garcia, Leonel/Schajris, Nahuel | Peermusic III, Ltd. | 50%* | Sin Bandera |
| SI NO TE HAS IDO VETE | Arrocha, Reyli Barba | Peermusic III, Ltd. | 100% | |
| SIN TI NO HAY NADA | Brant, Claudia | Peermusic Ltd. | 100% | |
| SINCE I DON'T HAVE YOU | Beaumont, James/Lester, Walter/Martin, Lennie/Rock, Joseph/Taylor, John/Verscharen, Joseph/Vogel, Janet | Southern Music Pub. Co. Inc. | 100% | The Platters |
| SIRENA * | Garcia, Leonel/Baqueiro Guillen, Aureo Manuel | Peermusic III, Ltd. | 75%* | Sin Bandera |
| SISTER SUNSHINE * | A. Williams | Songs of Peer | 15%* | Five for Fighting |
| SOLAMENTE UNA VEZ (PHAM) | Agustin, Lara | Peermusic - PHAM | 100% | Luis Miguel |
| SOLO AMOR (PHAM) | Consuelo Velazquez | Peer International Corp. | 100% | |
| SOMETHING I NEVER HAD* | Peiken/Shanks | Peermusic III, Ltd. | 50%* | Lindsay Lohan |
| SON DE LA LOMA | M. Matamoros | Peer International Corp. | 100% | Tito Puente |
| SONAR Y NADA MAS | Canaro/Pichot | Songs of Peer | 100% | Charlie Zaa |
| SOUTHSIDE * | Irby Joyce Darlene, Morris Wirlic L, Nkhereanye Thabiso, Traci Hale | Peertunes Ltd. | 25%* | Lloyd Feat. Ashanti |
| SUENOS | Juan Esteban Aristizabal (Juanes) | Peermusic III, Ltd. | 100% | Juanes |
| SUMMERTIME GUYS * | R. Orrall | Songs of Peer, Ltd. | 33.34%* | Nikki Cleary |
| SUPERVISOR DE TUS SUENOS | Angel Alayon | Peer International Corp. | 100% | A.5 |

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|-----------------------------|--|--------------------------------|---------|------------------------|
| TANTO TE QUIERO | Chacin, Jorge Luis | Peer De Colombia | 100% | Gilberto Santa Rosa |
| TE VI VENIR | Garcia, Leonel | Peermusic III, Ltd. | 100% | Sin Bandera |
| THE CRYING GAME | Stephens, Geoff | Peermusic Ltd. | 100% | Boy George |
| THE GLORY OF LOVE * | Peter Cetera, Diane Nini, David Foster | Peermusic Ltd. | 33.75%* | Theme |
| THE GREAT PRETENDER | Rams, Buck | Panther Music | 100% | The Platters |
| THERE'S A KIND OF HUSH * | G. Stephens/Les Reed | Peermusic III, Ltd. | 50%* | Herman's Hermits |
| TIE A YELLOW RIBBON * | Levine, Irwin/Brown, Russell L. | Peermusic III, Ltd. | 50%* | Tony Orlando & Dawn |
| TOSSING AND TURNING | Carter, John/Ford, Perry/Hawker, Kenneth | Southern Music Pub. Co. Inc. | 100% | |
| TRAICION Y CONTRABANDO | Gonzalez Fernandez, Angel | Peer International Corp. | 100% | Los Tigres Del Norte |
| TU GUARDIAN | Juan Esteban Aristizabal (Juanes) | Peermusic III, Ltd. | 100% | Juanes |
| TWILIGHT ZONE * | Graydon, Jay/Paul, Alan | PSO Limited | 50%* | |
| USTED (PHAM) | Ruiz Galindo, Gabriel/Zorrilla, Jose Antonio | Peer International Corp. | 100% | |
| USTED SE ME LLEVO LA VIDA * | Salgado, Fabio/Poveda, Donato Lopez | Songs of Peer Ltd. | 50%* | Alexandre Pires |
| VOLVERTE A VER | Juan Esteban Aristizabal (Juanes) | Peermusic III, Ltd. | 100% | |
| VAMOS | Arrocha, Reyli Barbara; Arellano, Rafael Lopez | Peermusic III, Ltd. | 100% | Elefante |
| VERDAD AMARGA (PHAM) | Consuelo Velazquez | Peer International Corp. | 100% | |
| VES * | Garcia, Leon/Schajris, Nahuel | Peermusic III, Ltd. | 50%* | Sin Bandera |
| VUELVE (PHAM) | Consuelo Velazquez | Peer International Corp. | 100% | |
| WALK DON'T RUN | J. Smith | Peermusic Ltd. | 100% | The Ventures |
| WALK LIKE AN EGYPTIAN | Sternberg, Liam | Peer International Corp. | 100% | The Bangles |
| WHEN IT ALL GOES SOUTH* | Carnes/Carnes/Jarvis | Songs Of Peer, Ltd. | 66.67%* | Alabama |
| WHENEVER I RUN * | Peiken, Shelly/Urban, Keith/Shanks, John | Peermusic III, Ltd. | 33.34%* | Keith Urban |
| YO NO FUI (PHAM) | Velazquez, C (Pedro Fernandez) | Peer International Corp. | 100% | Pedro Fernandez |
| YOU ARE MY FLOWER | Carter | Peer International Corporation | 100% | Nitty Gritty Dirt Band |
| YOU ARE MY SUNSHINE | Davis, Jimmie | Peer International Corp. | 100% | Bing Crosby |

| | | | | |
|---|-------------------------------|-----------------------------|---------|--------------|
| YOU CAN DEPEND ON ME | Carpenter/Dunlap/Hines | Peer International Corp. | 100% | Tony Bennett |
| YOU RAISE ME UP * | Brendan Graham / Rolf Lovland | Peermusic (Ireland) Ltd. | 50%* | Josh Groban |
| YOU'LL SEE * | Foster, David / Maddona | Peermusic Ltd. | 50%* | Madonna |
| YOU'RE NOBODY TIL SOMEBODY LOVES YOU | J.Cavanaugh/R.Morgan/L. Stock | Southern Music Pub. Co.Inc. | 33.34%* | |
| NOTE: Titles with the asterisk (*) are subject to co-pubs approval. | | | | |

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EXHIBIT CO 0156



Ring Tone License Agreement ("License")

1. General Terms:

License Date: June 30, 2005

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Opera Telecom, Inc.
13800 Coppermine Road
Herndon, VA 20171
Attn: Karen Stultz

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or service providers. This license does not cover so-called "Ringback" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than July 30, 2005 the sum of **Redacted** in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall

be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty: For Polyphonic and Monophonic MIDI ringtones:

an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

For MasterTone ringtones:

an amount equal to fifteen (15%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.15) cents;

Most Favored Nations: If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: U.S.A and its territories ("Territory").

Term: One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory:

(a) to create, or cause to be created, Monophonic and Polyphonic MIDI recordings of the Compositions as well as MasterTone recordings, which incorporate a recording of an artist and/or band performing the Compositions, in WAV, MP3 or similar downloadable and transmittable format ("Recordings").

(b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes,

(c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service

or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use;

(d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds.

Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall

promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:


- (a) Either party may terminate the License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice of such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:


KDS

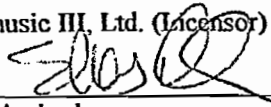
- (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Recordings, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

7. Miscellaneous:

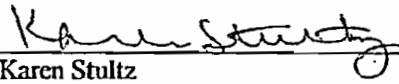
- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Opera Telecom, Inc. (Licensee)

By: 
Karen Stultz

SCHEDULE A

| Title/Writer | Publisher and Percentage Controlled |
|--------------------------------------|---|
| * Mambo No. 5 Perez Prado | Peer International Corporation 100% (BMI) |
| Walk Like An Egyptian L. Stenberg | Peer International Corporation 100% (BMI) |
| | |
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Handwritten signature and initials

EXHIBIT CO 0157



Ring Tone License Agreement ("License")

1. General Terms:

License Date: May 9, 2005

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Cellus-USA, Inc
19590 E. Mainstreet, #209
Parker, CO 80138
Attn: Mindy Ganze

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or service providers. This license does not cover so-called "Ringback" or "MasterTone" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than June 9, 2005 the sum of **Redacted** in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall

be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty:

An amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory:

U.S.A and its territories ("Territory").

Term:

One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, monophonic and polyphonic MIDI ring tone sound recordings of the music Compositions ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. **(Please send to the attention of: Leticia Maldonado)** The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate the License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice of such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.

- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Recordings, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

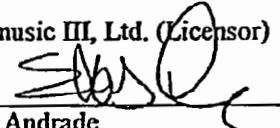
7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with

Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.

- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Cellus-USA, Inc (Licensee)

By: 

Mindy Ganze

BRUCE ELLIS, CEO

LICENSED TERRITORY: USA

SCHEDULE "A"

| Title | Writer |
|---|--|
| <u>Composition Name / Writer:</u> OKAY by Joesph Smith, Hale, Grigsby, Hale, Nash YOU RAISE ME UP by Brendan Graham and Rolf Lovland | <u>Percentage Controlled:</u> 37%; subject to co-pubs approval 50%; subject to co-pubs approval |

Initial: SA

Unable to open the following image:

EXHIBIT CO 0158

LM
copy

Peermusic 75

Ring Tone License Agreement ("License")

1. General Terms:

License Date:

APRIL 1
February 11, 2005

Licensor:

Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee:

Lagardere Active North America, Inc.
1633 Broadway, 40th Floor
New York, NY 10019
Attn: Melinda Caffin

Composition(s):

All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License:

Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or service providers. This license does not cover so-called "Ringback" or "MasterTone" services.

Length:

Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential:

It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance:

Licensee shall pay to Licensor, upon execution of this Agreement, but no later than March 15, 2005 the sum of **Redacted** in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall

be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty:

The greater of ten (US\$.10) cents or an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user ("Recording Sold").

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory:

U.S.A and its territories ("Territory").

Term:

One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, monophonic and polyphonic MIDI ring tone sound recordings of the music Compositions ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate the License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice of such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.

- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Recordings, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

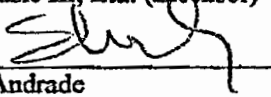
7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of

Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensors of such assignment at least five (5) business days prior to the effective date of such assignment.

- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensors and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Lagardere Active North America, Inc. (Licensee)

By: 
~~Melinda Cahn~~ JULIEN MPELBERG

////////

Territory: North America

SCHEDULE "A"

| <u>Title</u> | <u>Writer</u> |
|---|-------------------------------|
| <u>Composition Name / Writer:</u> | <u>Percentage Controlled:</u> |
| A DIOS LE PIDO by Aristizabal | 100% |
| AGUA DULCE, AGUA SALA by Poveda, Batt, Salgado | 55% |
| AMOR A LA MEXICANA by Pupparo | 100% |
| BEMBA COLOLA by Fumero | 100% |
| CERCA DE TI by Thalia, Siegel, Morales, Di Marco | 28% |
| COMO TU by Estrada | 100% |
| CONTRA LA CORRIENTE by M.G.Martin | 100% |
| CUANDO CALIENTE EL SOL by Martinoli, Rigual, Rigual | 100% |
| ENTRE EN MI VIDA by Leonel Garcia, Nahuel Schajris | 100% |
| ESTE ADIOS by Marco Antonio Solis | 100% |
| ES POR TI by Aristizabal | 100% |
| FOTOGRAFIA by Aristizabal | 100% |
| FRIJOLERO by Preciado, Wideman, Gora | 10% |
| HIT ME by Preciado | 100% |
| I WANT YOU by Thalia, Russell, Rooney, Deluge, Cartagena, Bruno | 5% |
| LA PAGA by Aristizabal | 100% |
| LUNA by Aristizabal | 100% |
| MALA GENTE by Aristizabal | 100% |
| NADA VALGO SIN TU AMOR by Aristizabal | 100% |
| SUENOS by Aristizabal | 100% |
| TICO TICO NO FUBA by Abreu | 100% |
| QUE RICO EL MAMBO by Prado | 100% |
| QUE SEAS FELIZ by C.Velasquez | 100% |

Initial: W, E

EXHIBIT CO 0159



Ring Tone License Agreement ("License")

1. General Terms:

License Date: March 17, 2005

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Genexies.com, Inc.
Avda. Pio XII,
94 Bloque 1
Bajos, 28036, Madrid.
Attn: Luca Ghedina

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or service providers. This license does not cover so-called "Ringback" or "MasterTone" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds. JT
EJ

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than April 17, 2005 the sum of **Redacted** in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee

hereunder, until Licensor's receipt of the execution payment specified above.

Royalty: Twenty-Five Dollars (US\$25) for each upload of a Recording to the Licensee's server, plus the greater of the following:

(i) (A) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

Most Favored Nations: If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: U.S.A and its territories ("Territory").

Term: One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, monophonic and polyphonic MIDI ring tone sound recordings of the music Compositions ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

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In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate the License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice of such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.

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- (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

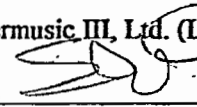
- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Recordings, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

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7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

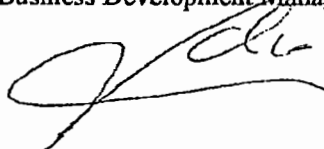
Peermusic, III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

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Genexies.com, Inc. (Licensee)

By: JULIO FERRERDO GONZALEZ
Lucia Ghedina
International Business Development Manager

 5

SCHEDULE A

| Title/Writer | % Controlled |
|--|---------------------------------|
| WALK LIKE AN EGYPTIAN by Liam Sterberg | 100% |
| MAMBO NO. 5 (A little bit of) [EMMI] by | 100% ex. Mexico/Central America |
| Perez Prado, Lou Bega and Zippy | |
| | |
| | |
| | |
| | |

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EXHIBIT CO 0160



Ring Tone License Agreement ("License")

1. General Terms:

License Date: February 17, 2005

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Blue Frog Mobile Inc.
500 Union Street, Suite 420
Seattle, WA 98101
Attn: Jeffrey Moore

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or service providers. This license does not cover so-called "Ringback" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than March 17, 2005 the sum of **Redacted** in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Fixation Fee: Twenty-Five Dollars (US\$25) for each upload of a Recording to the Licensee's server.

Royalty: For Polyphonic and Monophonic MIDI ringtones:

- (a) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

For MasterTones:

- (a) An amount equal to fifteen (15%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.15) cents.

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: U.S.A and its territories ("Territory").

Term: One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory:

(a) to create, or cause to be created, Monophonic and Polyphonic MIDI recordings of the Compositions as well as MasterTone recordings, which incorporate a recording of an artist and/or band performing the Compositions, in WAV, MP3 or similar downloadable and transmittable format ("Recordings").

(b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes,

(c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use;

(d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds.

Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an

underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate the License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice of such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:

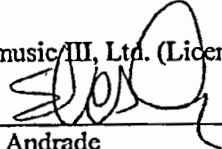
- (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Recordings, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

7. Miscellaneous:

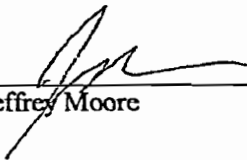
- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Blue Frog Mobile Inc. (Licensee)

By: 
Jeffrey Moore

//////

Ricardo Arjona
The Bangles
Thalia
B2K
Nivea feat. Lil Jon

~~El Problema~~
Walk Like An Egyptian
Arrasando
Uh Huh
Okay

~~Peer Music III LTD~~
APRS (PeerMusic)
Peer Music III LTD
Songs of Peer LTD
Peer Music

Not Peer Controlled
100%
25%
75%
37%
JA

EXHIBIT CO 0161



Ring Tone License Agreement ("License")

1. General Terms:

License Date: February 11, 2005

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Celmedia, LLC
2000 Ponce de Leon Boulevard, 6th Floor
Coral Gables, FL 33134
Attn: Ricardo Donoso

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or service providers. This license does not cover so-called "Ringback" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than March 11, 2005 the sum of **Redacted** in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable Advance against the royalty rates for each Recording of a Composition sold as provided below. The Advance will be credited in the following manner: United States - \$2500, Mexico - \$1000, Chile - \$500 and Argentina - \$500. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee

hereunder, until Licensor's receipt of the execution payment specified above.

Royalty: Twenty-Five Dollars (US\$25) for each upload of a Recording to the Licensee's server, plus:

For Polyphonic and Monophonic MIDI ringtones:

An amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

For MasterTone ringtones:

An amount equal to fifteen (15%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of fifteen (US\$.15) cents;

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: Chile, Argentina, Mexico and the United States and its territories ("Territory").

Term: One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory:

(a) to create, or cause to be created, Monophonic and Polyphonic MIDI recordings of the Compositions as well as MasterTone recordings, which incorporate a recording of an artist and/or band performing the Compositions, in WAV, MP3 or similar downloadable and transmittable format ("Recordings").

(b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes,

(c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use;

(d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds.

Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy and electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.

Licensee shall deliver statements and royalties payments as detailed in Schedule B.

- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and

books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate the License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice of such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the

rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.

- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Recordings, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

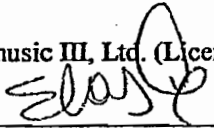
7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over

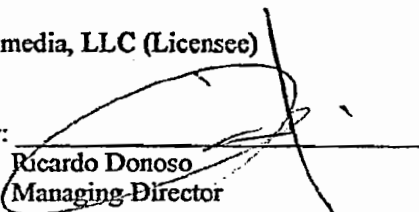
appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Celmedia, LLC (Licensee)

By: 
Ricardo Donoso
Managing Director

Territories: USA, Mexico, Chile and Argentina:

SCHEDULE "A"

| <u>Title</u> | <u>Writer</u> |
|---|--|
| <u>Composition Name / Writer:</u> | <u>Percentage Controlled:</u> |
| A DIOS LE PIDO by Juanes | 100% |
| AMOR A LA MEXICANA by Mario Puppato | 100% |
| COLOR ESPERANZA by Diego Torres, Gerardo Lopez, Fidel Ernesto | 55% |
| FOTOGRAFIA by Juan Esteban Aristizabal | 100% |
| LA NEGRA TOMOSA by Guillermo Rodriguez Fitté | 100% |
| ME GUSTAS TU by Manu Chao | 100% (no rights to USA, Chile & Argentina) |
| NO VALGO NADA SIN TU AMOR by Juan Esteban Aristizabal | 100% |
| TANTO TE QUIERO by Jorge Luis Chacín | 100% |
| YO NO FUI by Consuelo Velásquez | 100% (no rights to Mexico) |

Initial: VO, SA

SCHEDULE B

In addition to the instructions below, please ensure that courtesy copies of all statements for all countries outside of the United States are sent to the United States address as detailed below.

For sales within the United States and its territories, please send statements and payments to:

peermusic
5358 Melrose Avenue, Suite 400
Los Angeles, CA 90038
USA
Attn: Leticia Maldonado

Email: lmaldonado@peermusic.com
Phone: 323-960-3400
Fax: 323-960-3410

peermusic III, Ltd Tax ID: 13-3795087

For sales within Mexico, please send statements and payments to:

peermusic Mexico
NORTE 83 #462 - COL. SINDICATO MEXICANO DE
ELECTRICISTAS C.P. 02060 DELEGACION
Mexico City, ATZCAPOTZALCO
Mexico
Attn: Alejandro Calalpa

Email: acalalpa@peermusic.com
Phone: (52-5)353-19-64
Fax: (52-5) 561-4282

For sales within Argentina, please send statements and payments to:

peermusic Argentina
Avenida Rivadavia 4939, 5to PISO
Buenos Aires 1424
Argentina
Attn: Jorgelina Lopez

Email: mjlopez@peermusic.com
Phone: (54-11) 4904-3065
Fax: (54-11) 4904-3068

For sales within Chile, please send statements and payments to:

peermusic Chile
La Concepción 65 Ofic. 802,
Providencia, Santiago
Chile
Attn: Ivan Allendes

Email: iallendes@peermusic.com
Phone: (56-2) 264 12 31
Fax: (56-2) 264 20 37

EXHIBIT CO 0162



Ring Tone License Agreement ("License")

1. General Terms:

License Date: October 20, 2004

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: 3GUpload.com, Inc.
3020 N. Post Road
Indianapolis, Indiana 46226
Attn: Micheal Slate, President

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or server providers. This license does not cover so-called "Ringback" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than October 29, 2004, the sum of **Redacted** in full payment, which said amount shall be credited as an advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty: Twenty-Five Dollars (US\$25) for each upload of a Recording to the Licensee's server, plus:

The greater of twelve (US\$.12) cents or an amount equal to twelve (12%) percent of the advertised selling price (if applicable) of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"). "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Licensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device; provided, however, that such defined terms shall only mean the first such action with respect to each End User. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society, such as Harry Fox Agency), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner. Notwithstanding the foregoing, this Most Favored Nations clause shall not apply to the Advance payment as outlined above.

Territory: U.S.A and its territories ("Territory").

Term: Two (2) years from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely

responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. **(Please send to the attention of: Leticia Maldonado)** The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:

- (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
- (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

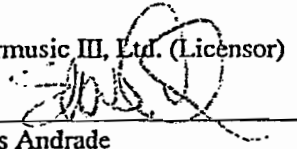
6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

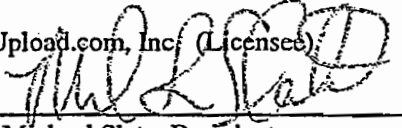
7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

3GUpload.com, Inc. (Licensee)

By: 
Micheal Slate, President

SCHEDULE A

| LICENSOR | ROYALTY SHARE | TITLE | ARTIST | WRITER |
|---------------------|---------------|------------------------------------|-------------------------------|--|
| PEER MUSIC III, LTD | 100.00% | LA LUZ DE LOS COCUYOS | MARIACHI VARGAS DE TECAHTLAN | JOSE MARTINEZ BARAJAS |
| PEER MUSIC III, LTD | 50.00% | AY MAMA | CHAYANNE | ERIKA ENDER & DANATO POVEDA |
| PEER MUSIC III, LTD | 50.00% | CAN'T KEEP ME SILENT | ANGELIC | DARREN TATE & JULIUS O'RIORDAN |
| PEER MUSIC III, LTD | 100.00% | GEORGIA ON MY MIND | RAY CHARLES | HOAGY CARMICHAEL & STUART GORRELL |
| PEER MUSIC III, LTD | 100.00% | DU UND ICH | BLUMCHEN | STANMIR DJUKANOVIC, ULF KRUEGER, & ARN SCHLUERMANN |
| PEER MUSIC III, LTD | 100.00% | WALK LIKE AN EGYPTIAN | BANGLES | LIAM STERNBERG |
| PEER MUSIC III, LTD | 100.00% | ES POR TI | JUANES | JUAN ARISTIZABAL |
| PEER MUSIC III, LTD | 100.00% | FRANCISCO ALEGRE | MARIACHI VARGAS DE TECALITLAN | JUAN LEON, MANUEL QUIROGA, & ANTONIO RAMIREZ |
| PEER MUSIC III, LTD | 100.00% | I LOVE YOU A THOUSAND WAYS | LEFTY FRIZZELL | JIM BECK & LEFTY FRIZZELL |
| PEER MUSIC III, LTD | 70.25% | IN THE ZONE (ME AGAINST THE MUSIC) | BRITNEY SPEARS | DORIAN HARDNETT, TERIUS NASH, THABISO, NKHEREANYE, GARY OBRYAN, CHRISTOPHER STEWART, MADONNA CICCONE, & Britney Spears |
| PEER MUSIC III, LTD | 100.00% | LA NEGRA | MARIACHI VARGAS DE TECALITLAN | MANUEL QUIROGA, ANTONIO RAMIREZ, RUBEN FUENTES, & SILVERSRE VARGAS |
| PEER MUSIC III, LTD | 100.00% | MAMBO 5 | LOU BEGA | DAVID LUBEGA, CHRISTIAN PLETSCHACHER, DAMASO PRADO, & LOU REED |
| PEER MUSIC III, LTD | 100.00% | MAN OF CONSTANT SORROW | SOGGY BOTTOM BOYS | CARTER STANLEY |
| PEER MUSIC III, LTD | 50.00% | ONE HEART TOO MANY | JUSTIN GUARINI | DEREK BRAMBLE & JULIA ANNE STANLEY |
| PEER MUSIC III, LTD | 33.33% | POWER OF THE DREAM | CELINE DION | KENNETH EDMONDS, DAVID FOSTER, & LINDA THOMPSON |

| | | | | |
|------------------------|---------|---------------------------|-------------------|--|
| PEER MUSIC III, LTD | 100.00% | SINCE I DON'T HAVE YOU | GUNS N ROSES | WALTER P. LESTER, JOSEPH VERSCHAREN, JANET VOGEL |
| PEER MUSIC III, LTD | 66.66% | THE HOOK UP | BRITNEY SPEARS | DORIAN HARDNETT, THABISO NKHEREANYE, BRITNEY SPEARS & CHRISTOPHER STEWART |

Redacted

Redacted

EXHIBIT CO 0163



Ring Tone License Agreement ("License")

1. General Terms:

License Date: October 1, 2004

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: 9 Squared, Inc.
2128 15th St.
2nd Floor
Denver, CO 80202
Attn: Ted Suh

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or service providers. This license does not cover so-called "RealTone" or "Ringback" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than February 17, 2004 the sum of **Redacted** in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable advance against the royalty rates for each Recording of a Composition sold as provided below. This

Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty: Twenty-Five Dollars (US\$25) for each upload of a Recording to the Licensee's server.

For polyphonic and monophonic Recordings (as defined below), Licensee will pay on a Prorata basis an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording to a consumer end-user, with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: U.S.A and its territories, Chile, Argentina, Guatemala, Mexico, Nicaragua, Panama, and Uruguay ("Territory").

Term: Eighteen (18) Months from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, polyphonic and monophonic MIDI recordings of the music Compositions ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. **(Please send to the attention of: Leticia Maldonado)** The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate the License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice of such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.

- (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

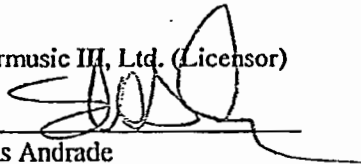
6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Recordings, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

7. Miscellaneous:

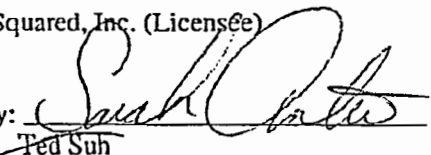
- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
 Elias Andrade
 Director of Copyright & Licensing

9 Squared, Inc. (Licensee)

By:


 Ted Suh

Sarah Anter

SCHEDULE A

| SONG TITLE | WRITER(S) | PERCENTAGE CONTROLLED |
|---|---|-----------------------|
| BLUE MOONS OF KENTUCKY | Bill Monroe | 100% |
| BORN TO LOSE | Frankie Brown (a/k/a Ted Daffan) | 100% |
| CLOSER TO YOU* | Thalia | 20% |
| CUCALA | Wilfredo Figueroa | 100% |
| EARL'S BREAKDOWN | Earl Scruggs | 100% |
| EVERYDAY SEE YOU* | A Williams | 25% |
| FOGGY MOUNTAIN BREAKDOWN | Earl Scruggs | 100% |
| FOGGY MOUNTAIN TOP | AP Carter | 100% |
| FORGET ME NOT* | Shelly Peiken Guy Roche, | 50% |
| FOTOGRAFIA | Aristizabal, Camaleon | 100% |
| GEORGIA ON MY MIND | Hoagy Carmichael & Stuart Gorrell | 100% |
| GIRA CON ME* | Quarantotto, D Foster, Afanasieff | 28.67% |
| GOD FAMILY AND COUNTRY* | Carig Monis/Lance McDaniel | 66.67% |
| IF YOU'VE GOT THE MONEY I'VE GOT THE TIME | Lefty Frizzell & Jim Beck | 100% |
| I'M A MAN OF CONSTANT SORROW | Carter Stanley | 100% |
| IN THE HIGHWAYS | Maybelle Carter | 100% |
| IN THE JAILHOUSE NOW | J Rodgers | 100% |
| INDIAN WAR WHOOP | Hoyt Ming | 100% |
| JESU JOY OF MAN'S DESIRING* | Foster/Lubbock | 66.66% |
| KEEP ON THE SUNNY SIDE | AP Carter | 100% |
| LOVE CAN BUILD A BRIDGE* | by John Jarvis/Naomi Judd/Paul Overstreet | 33.34% |
| ME AGAINST THE MUSIC* | Christopher Stewart, Terius Youngdell Nash, Dorian Michelle Hardnett, Gary O'Bryan, Tabiso Nkhereanye, Britney Spears | 70.25% |
| NO ONE ELSE ON EARTH* | Jill Colucci/Stewart Harris/Sam Lorber | 16.67% |
| NO SLEEP TONIGHT* | Tricky Stewart/Rudy Currence | 75% |
| ROLL IN MY SWEET BABY'S ARMS | Earl Scruggs | 100% |
| SOUTH-SIDE* | Wirlie Morris/Tab Nkhereanye/Traci Hale | 25% |
| STORMS ARE ON THE OCEAN | AP Carter/ Maybelle Carter/ Sara Carter | 100% |
| SUMMERTIME GUYS | Robert Ellis Orrall | 33.34% |
| TASTE THIS* | Rodner Richard | 50% |
| THE MEXICAN 2002* | Thalia | 20% |
| TU VOZ | Cabrera | 100% |
| WHENEVER I RUN* | Shelly Peiken | 33.34% |
| YOU ARE MY SUNSHINE | J Davis | 100% |
| YOU RAISE ME UP* | Brendan Graham/ Rolf Loveland | 50% |
| YOU'LL FIND ME* | Tommy Connors | 50% |

Note: Titles with asterisk (*) are subject to co-pubs. Approval

EXHIBIT CO 0164



Ring Tone License Agreement ("License")

I. General Terms:

License Date: October 1, 2004

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: AG.com, Inc.
One American Road
Cleveland, OH 44144

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or service providers. This license does not cover so-called "True Tone" or "Ringback" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than August 25, 2005 the sum **REDACTED** in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty: For Polyphonic and Monophonic MIDI ringtones:

(a) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

Most Favored Nations: If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: U.S.A and its territories ("Territory").

Term: One (2) years from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory:

(a) to create, or cause to be created, Monophonic and Polyphonic MIDI recordings of the Compositions ("Recordings").

(b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes;

(c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use;

(d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds.

Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and

books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate the License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice of such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.

- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Recordings, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.


7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent

contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

AG.com, Inc. (Licensee)

By: 

Print Name: Dan Herman

Title: Director

SCHEDULE A

| Title | Writer |
|---|--|
| <u>Composition Name / Writer:</u> | <u>Publisher and Percentage Controlled:</u> |
| A New Day | Peermusic III, Ltd. 25% (BMI) |
| Pierre Medor, Dwayne Nesmith, J.Rome, T. | <i>Subject to approval from co-publisher</i> |
| Palmer, P. Labelle, C. Ricketts | |
| A Traves De Mi Vida | Songs Of Peer Ltd 100% (ASCAP) |
| A. Piqueras Ramirez / Fernando R. | |
| Fernandez / Lydia Rodríguez Fernandez | |
| Amor A La Mexicana | Peer International Corporation 100% (BMI) |
| Pupparo | |
| Are You Lonesome Tonight? | Peer International Corporation 100% (BMI) |
| A.P. Carter / Sara Carter / Maybelle Carter | |
| Cerca De Ti | Peermusic III, Ltd. 20% (BMI) |
| Thalia, G.Di Marco, S. Morales, D.Siegel | <i>Subject to approval from co-publisher</i> |
| Cielito Lindo | Peer International Corporation 100% (BMI) |
| Quirino Mendoza | |
| Contigo En La Distancia | Peer International Corporation 100% (BMI) |
| Portillo De La Luz Narciso Cesar | |
| Cucurucucu Paloma | Peer International Corporation 100% (BMI) |
| Mendez Sosa Tomas | |
| Cuado Caliente El Sol C. | Peer International Corporation 100% (BMI) |
| Martinoli/C. Rigual/M.Rigual | |
| Entra En Mi Vida | Peermusic III, Ltd. 50% (BMI) |
| L.Garcia / N. Schajris | <i>Subject to approval from co-publisher</i> |
| Es Por Ti | Peermusic III, Ltd. 100% (BMI) |
| Juan Esteban Aristizabal | |
| Evergreen by Per Magnusson, David | Songs of Peer 25% (ASCAP) |
| Krueger, Jorgen Ellison | <i>Subject to approval from co-publisher</i> |
| Fotographia by Juan Esteban Aristazabal | Peermusic III, Ltd. 100% (BMI) |
| Gozate la Vida | PSO Limited 100% (ASCAP) |
| Amparo Sandino | |
| Guadalajara | Peer International Corporation 100% (BMI) |
| Paul Lynn (English lyrics) / Pepe Guizar | |
| Luchare Por Tu Amor | Songs of Peer, Ltd 40% (ASCAP) |
| Facundo Monti, Maria Entraigues, Ruy | <i>Subject to approval from co-publisher</i> |
| Folguero | |
| Mala Gente | Peermusic III, Ltd. 100% (BMI) |
| Juan Esteban Aristizabal | |
| * Mambo No. 5 | Peer International Corporation 100% (BMI) |
| Perez Prado | |
| Me Against the Music (Instrumental) | Songs of Peer, Ltd. 73% (ASCAP) |
| Hardnett, Nash, Nkhereanye, OBryan, Spears, | <i>Subject to approval from co-publisher</i> |
| Stewart | |
| Mexico Lindo Y Querido | Peer International Corporation 100% (BMI) |
| Monge Ramirez Jesus | |
| Nada Valgo Sin Tu Amor | Peermusic III, Ltd. 100% (BMI) |
| Juan Esteban Aristizabal | |
| No Me Quiero Enamorar | Peermusic III, Ltd. 25% (BMI) |
| Maria Berman, Edgar Oceransky, Marlo | <i>Subject to approval from co-publisher</i> |
| Domm | |

SK R

| | |
|-------------------------------------|---|
| Sabor A Mi | Peer International Corporation 100% (BMI) |
| Alvaro Carillo | |
| Sin Ti No Hay Nada by Claudia Brant | Peermusic Ltd. 100% (BMI) |
| Yo No Bailo Con Juana | Peermusic III, Ltd. 100% (BMI) |
| Claudio Ferrer | |
| Walk Like An Egyptian | Peer International Corporation 100% (BMI) |
| L. Sternberg | |

Initial: ____ / ____

CS
12

EXHIBIT CO 0165



Ring Tone License Agreement ("License")

1. General Terms:

License Date: October 1, 2004

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Emphasis Digital, LLC
140 58th Street, Suite 2i
Brooklyn, NY 11220
Attn: Joe Rishty

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or server providers. This license does not cover so-called "Ringback" or "MasterTone" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than October 1, 2004 the sum of **Redacted**

Redacted in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty: Twenty-Five Dollars (US\$25) for each upload of a Recording to the Licensee's server, plus the greater of the following:

(i) (A) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

or

(ii) ten percent (10%) of all revenue actually received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, any and all advertising revenue earned by Licensee from any web site controlled by Licensee and upon which the Recordings are featured) ("Royalty"). With respect to any co-published Compositions, the Royalty specified herein shall be pro-rated.

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: U.S.A and its territories ("Territory").

Term: Eighteen (18) months from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the

music Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an

underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:

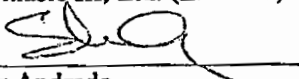
- (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Emphasis Digital, LLC (Licensee)

By: 

Job Rishty
Director of Operations

SCHEDULE A

| Composition Name / Writer: | Percentage Controlled: |
|---|-------------------------------|
| AMOR A LA MEXICANA by Mario Puppato | 100% |
| FOTOGRAFIA by Juan Esteban Aristizabal (a.k.a. Juanes) | 100% |
| LA NEGRA TOMASA by Guillermo Rodriguez (a/k/a Fiffe) | 100% |
| MAMBO NO. 5 by Damaso Perez Prado | 100% |
| QUE BUENO BAILA USTED by Beny More | 100% |

Initial: AS

EXHIBIT CO 0166



Ring Tone License Agreement ("License")

I. General Terms:

License Date: September 9, 2004

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: MatrixM, Inc.
c/o Bomser & Studnick LLP
853 Broadway, Suite 1001
New York, New York 10003
Attn: Ray Savant

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or server providers. This license does not cover so-called "Ringback" or "MasterTone" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Royalty: Twenty-Five Dollars (US\$25) for each upload of a Recording to the Licensee's server, plus the greater of the following:

- (i) (A) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

or

- (ii) ten percent (10%) of all revenue actually received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, any and all advertising revenue earned by Licensee from any web site controlled by Licensee and upon which the Recordings are featured) ("Royalty"). With respect to any co-published Compositions, the Royalty specified herein shall be pro-rated.

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory:

U.S.A and its territories ("Territory").

Term:

One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.

- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

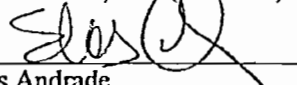
7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of

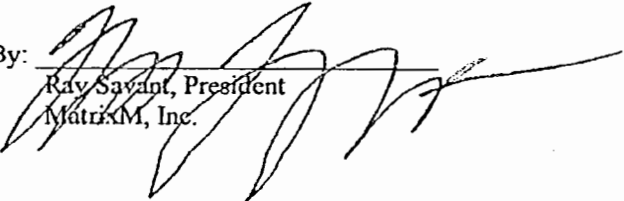
Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensors of such assignment at least five (5) business days prior to the effective date of such assignment.

- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensors and Licensee.

Peermusic III, Ltd (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

MatrixM, Inc. (Licensee)

By: 
Ray Savant, President
MatrixM, Inc.

SCHEDULE "A"

| <i>Composition Name / Writer:</i> | <i>Percentage Controlled:</i> |
|--|--------------------------------------|
| Mambo No. 5 by Damoso Perez Prado | 100% |
| Obsesión by Pedro Flores | 100% |
| Quizas Quizas Quizas by Osvaldo Farres | 100% |
| Walk Like An Egyptian by Liam Sternberg | 100% |
| You Are My Sunshine by Jimmie Davis | 100% |
| | |
| | |
| | |

Initial: ERT

EXHIBIT CO 0167



Ring Tone License Agreement ("License")

1. **General Terms:**

License Date: August 26, 2004

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Mobile Streams, Inc.
720 Moorefield Park Drive
Suite 203
Richmond, Virginia
23236
Attn: Shawn Barber

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or service providers. This license does not cover so-called "Ringback" or "MasterTone" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than October 1, 2004 the sum of
Redacted in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty: Twenty-Five Dollars (US\$25) for each upload of a Recording to the Licensee's server, plus the greater of the following:

- (i) (A) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

Most Favored Nations: If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: U.S.A and its territories, Canada, Chile, Brazil, Argentina and Mexico ("Territory").

Term: One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto

consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services.

Licensee may offer Recordings to third-party ringtone service providers with whom Licensee does not have direct control of the third-party's web server or billing transactions ("Third-party Service Provider") providing the following conditions are met: 1) Licensee receives no advance payments from Third-party Service Provider, 2) Licensee does not receive a Royalty payment greater than that outlined above for each transmission and/or download of a Recording sold through a Third-party Service Provider, 3) Licensee notifies Licensor in writing at the Licensor's address above at least 10 business days prior to Recordings being made commercially available by Third-party Service Providers, 4) Licensor has the option to exclude its Recordings from being part of any Third-party Service Provider's service.

Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with the rights granted herein.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

All rights not specifically granted herein are reserved by Licensor.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. **(Please send to the attention of: Leticia Maldonado)** The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but

not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

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6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

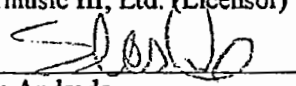
7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into

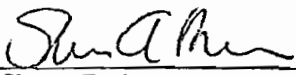
and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Mobile Streams, Inc. (Licensee)

By: 
Shawn Barber
COO

Territories: USA its territories, Chile, Brazil, Argentina and Mexico

SCHEDULE "A"

| Title | Writer |
|--|--------------------------------------|
| <u>Composition Name / Writer:</u> | <u>Percentage Controlled:</u> |
| ARE YOU LONESOME TONIGHT by Carter, Carter and Carter | 100% |
| A DIOS LE PIDO by Juanes | 100% |
| BRAZIL by Ray Barroso | 100% excluding Brazil |
| ES POR TI by Juanes | 100% |
| COLOR ESPERANZA by Coti Sorokin, Diego Torres, Cachorro Lopez | 55%* |
| COME ON OVER BABY (ALL I WANT IS YOU) by S.Peiken, Cham, Aberg Roche et al | 20%* |
| COMO OLVIDAR by J.Piloto, G.Arenas | 50%* |
| DEEP IN THE HEART OF TEXAS by Hershey, Swander | 100% excluding Brazil, Mexico |
| ES POR TI by Juanes | 100% |
| EVERGREEN by Magnusson, Kreuger, Eloffson | 25%* |
| EVERYBODY'S FREE (TO FEEL GOOD) by N.Swanston, T.Cox | 100% |
| FOTOGRAFIA by Juanes | 100% |
| GEORGIA ON MY MIND by H.Carmichael, S.Gorrell | 100% excluding Brazil |
| I'M A MAN OF CONSTANT SORROW by Stanley Carter | 100% |
| I WANT YOU by Thalia, J. Cartagena, D. Deluge, C. Rooney, B.Russell, G. Bruno | 5%* |
| LA PAGA by Juanes | 100% |
| LET HER GO by Stewart, Cobb, Nkhereanye | 50%* |
| LONG NECK BOTTLE by Rick Carnes, Steve Wariner | 50%* |
| MAIS QUE NADA by Jorge L. Menezes | 100% excluding Mexico |
| MAMBO NO.5 (A LITTLE BIT OF ...) [EMMI] by Lou Bega, Zippy, Damaso Perez Prado | 100% excluding Mexico |
| MAS QUE NADA by Jore Lima Menezes | 100% excluding Mexico |
| ME AGAINST THE MUSIC by G.O'Bran, C.Stewart, T.Y.Nash, etc.. (In The Zone-cd) | 70.25%* |
| MUCHO MAMBO (SWAY) by Norman Gimbell, Pablo Beltran Ruiz | 100% excluding Mexico |
| TWILIGHT ZONE by Alan Paul, Jay Graydon | 50%* |
| UH-HUH by C.Stewart, T.Hale,M.Crawford, T.Nkhereanye,L.Houston | 75%* |
| WALK LIKE AN EGYPTIAN by Liam Sternberg | 100% |
| YOU ARE MY SUNSHINE by Jimmie Davis | 100% excluding Brazil |
| YOU RAISE ME UP by | 50%* |
| TWILIGHT ZONE by Jay Graydon, Paul Alan | 50%* |

Note: Asterisks (*) are subject to approval by co-publisher

Initial: SAB / _____

EXHIBIT CO 0168



Ring Tone License Agreement ("License")

1. General Terms:

License Date: August 5, 2004

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Namco America, Inc.
Namco America, Inc.
2055 Junction Ave.
San Jose, CA 95131
Attn: Kenji Hisatsune

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions").

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositons to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or server providers. This license does not cover so-called "Ringback" or "MasterTone" services.

Length: Each Recording as permitted hereunder shall not exceed ^{Sixty (60)} ~~thirty (30)~~ seconds. *60*

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than August 25, 2004 the sum of **Redacted** in full payment, which said amount shall be credited as a non-refundable, but fully-recoupable advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty: Twenty-Five Dollars (US\$25) for each upload of a Recording to the Licensee's server, plus the greater of the following:

(i) (A) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined

below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory:

U.S.A and its territories ("Territory").

Term:

One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.

- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. **(Please send to the attention of: Leticia Maldonado)** The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be

used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

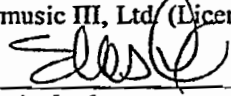
- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.

- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Namco America, Inc. (Licensee)

By: 
Kenji Hisatsune

SCHEDULE A - USA

| Composition Name / Writer | Percentage Controlled |
|--|---|
| GEORGIA ON MY MIND by Hoagy Carmichael; Stuart Gorrell | 100% |
| SOUTH-SIDE by Traci C. Hale; Thabiso Nkhereanye; Winie Morris | 25% - subject to approval by co-publisher |

Initial:



EXHIBIT CO 0169



Ring Tone License Agreement ("License")

1. General Terms:

License Date: June 28, 2004

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Premium Wireless Services, Inc.
10940 Wilshire Blvd 9th Floor
Los Angeles, CA 90024
Attn: Director of Licensing

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Length: Each Recording as permitted hereunder shall not exceed forty five (45) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than July 28, 2004 the sum of **Redacted** in full payment, which said amount shall be credited as an advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Upload Fee: US\$00.085 per Composition listed on Schedule A payable upon the execution hereof ("upload fee") for the upload or other reproduction of a Recording by Licensee (Or authorized by Licensee pursuant to the terms hereof) onto the servers (or other computer data bases) from which Recordings will be made available or delivered to consumer end-users; and for those compositions subsequently added to Schedule A.

Royalty: The greater of the following:

- (i) (A) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

or

- (ii) ten percent (10%) of all revenue actually received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, any and all advertising revenue earned by Licensee from any web site controlled by Licensee and upon which the Recordings are featured) ("Royalty"). With respect to any co-published Compositions, the Royalty specified herein shall be pro-rated.

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty to Licensor retroactively to the account period during which such higher royalty is accounted to such other publisher, administrator or owner.

Territory: Mexico, Brazil and Chile ("Territory").

Term: One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV or similar downloadable and transmittable digital data

formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed forty five (45) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, territory of download and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an

underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:

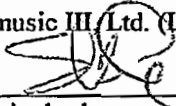
- (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensors' liability shall be limited to the amounts received hereunder.

7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensors of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Premium Wireless Services, Inc. (Licensee)

By: 

Print Name: M. Dean Newton
Vice President, Entertainment Media
& Business Affairs
Title: InfoSpace Mobile

SCHEDULE A – Mexico, Chile and Brazil

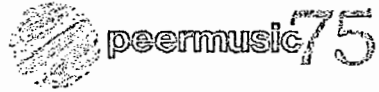
| Title | Writer |
|--|--|
| <i>Composition Name / Writer:</i> | <i>Percentage Controlled:</i> |
| "Whenever I Run" by Shelly Peiken, John Shanks, Keith Urban | 33.34%; subject to approval from co-pub. |
| "You'll Find Me" by Tommy Connors, Vicent William | 50%; subject to approval from co-pub |
| "Keep on the Sunny Side" by A.P.Carter | 100% |
| "In the Jailhouse Now" by J. Rodgers | 100% |
| "Sophisticated Lady" by Mya Harrison, Rudy Currence, Rodney Richard, J.Johnson | 5%; subject to approval from co-pub |
| "Me Pones Sexy" by Thalia, Gregory Bruno, Joseph Cartagena, Davy Deluge, Cory Rooney, Brenda Russell | 9.5% collected; subject to approval from co-pub. |
| "I Want You" by Thalia, Bruno, Cartagena, Deluge, Rooney, Russell | 5%;subject to approval from co-pub |
| "Un Dia Normal" by Juan Aristizabal | 100% |
| "Si Tu Te Vas" by Juan Esteban Aristizabal | 100% |
| "Cuando Tu Me Quieras" by Barrios, Moreno | 100% |
| "Tuya Mas Que Tuya" by Fabian | 100% |
| "Cucala" by Wilfredo Figueroa | 100% |
| "Babalu" by Margarita Lecuona | 100% |
| "Sirena" by Leonel Garcia, Aureo Baquero | 75% *subject to approval from co-publisher |
| "I Still Believe In You" by Vince Gill, John Barlow Jarvis | 50% *subject to approval from co-publisher. |
| "I Am A Man Of Constant Sorrow" by Carter Stanley | 100% |
| "A Dios Le Pido" by Juan Esteban Aristizabal | 100% |
| "Come On Over Baby (All I Want Is You)" by Johan Par Aberg, Christina Maria Aguilera, Chaka Kimithi Blackmon, Raymond Alexander Cham, Eric Dion Dawkins, Ron Fair, Shelly Pieken, Pauli Kaj Olavi Reinkainen, Guy Tevateua Roche | 17%* subject to approval from co-publisher |
| "Entra En Mi Vida" by L Garcia, N. Schajris | 50%* |
| "Kilómetros" by L. Garcia, N. Schajris | 50%* |
| "Frijolero" by Ayala Juan Francisco Gonzalez, Ebright Randy Clifford Wideman, Huidobro Preciado Miguel Angel | 10%* subject to approval from co-pub |
| "Foggy Mountain Breakdown" by Earl Scruggs | 100% |
| "Cerca De Ti" by T.Sodi (p/k/a Thalia), S. | 28% - subject to approval from co-pub. |

| | |
|---|------|
| Morales, D.Siegel, G.Di Marco | |
| "La Paga" by Juan Esteban Aristizabal (p/k/a Juanes) | 100% |
| "Fotografia" by Juan Esteban Aristizabal | 100% |
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Initial: *ES*

MDA
CO

EXHIBIT CO 0170



Ring Tone License Agreement ("License")

1. General Terms:

License Date: June 14, 2004

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Takenet, LLC.
353 East 78th Street #3D
New York NY 10021
Attn: Rodrigo Esteves

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or server providers. This license does not cover so-called "Ringback" services.

Length: Each Recording as permitted hereunder shall not exceed sixty (60) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than July 5, 2004 the sum of

Redacted in full payment, which said amount shall be credited as an advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above. The payment of advance above mentioned is valid for the Term of the License.

Royalty: Twenty-Five Dollars (US\$25) for each upload of a Recording to the Licensee's server, plus the greater of the following:

(i) (A) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

or

(ii) ten percent (10%) of all revenue actually received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, any and all advertising revenue earned by Licensee from any web site controlled by Licensee and upon which the Recordings are featured) ("Royalty"). With respect to any co-published Compositions, the Royalty specified herein shall be pro-rated.

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), located in the Territory, that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: Canada, U.S.A and its territories ("Territory").

Term: One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed sixty (60) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an

examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings in its databases or computer servers and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the

rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.

- (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

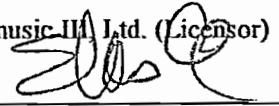
7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over

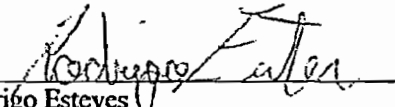
appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Takenet, LLC(Licensee)

By: 
Rodrigo Esteves
Director, USA & Canada

SCHEDULE A – USA / Canada

| Title: | Writer / Percentage controlled: |
|----------------|---------------------------------|
| A Dios Le Pido | Juan Esteban Aristizabal – 100% |

Initial: JE, ES

EXHIBIT CO 0171

2004-05-25/25

Ring Tone License Agreement ("License")

1. General Terms:

License Date: May 25, 2004

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Intelligent Mobile Solutions INC d/b/a CycleLogic Mobile Solutions
1801 SW 3rd Ave, Third Floor
Miami, FL 33129
Attn: Miguel Ordonez

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. Except as expressly provided herein, no rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or server providers. This license does not cover so-called "Ringback" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than June 20, 2004 the sum of "Redacted" in full payment, which said amount shall be credited as

1

[Signature]

an advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensors receipt of the execution payment specified above.

Royalty: Twenty-Five Dollars (US\$25) for each upload of a Recording to the Licensee's server, plus the greater of the following:

- (i) (A) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

or

- (ii) ten percent (10%) of all revenue actually received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, any and all advertising revenue earned by Licensee from any web site controlled by Licensee and upon which the Recordings are featured) ("Royalty"). With respect to any co-published Compositions, the Royalty specified herein shall be pro-rated.

Most Favored Nations: If at any time during the Term hereof, Licensee pays any royalty for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensors retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: U.S.A and its territories ("Territory").

Term: One (1) year from the date hereof ("Term"). Commencing on or before thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensors grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s)

solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, territory of download and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall

promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:

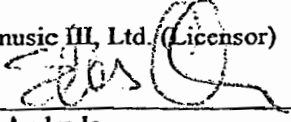
- (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Intelligent Mobile Solutions INC d/b/a CycleLogic Mobile Solutions (Licensee)

By: 

Miguel Ordonez
President

SCHEDULE A

| <u>SONG:</u> | <u>AUTHOR (S):</u> | <u>SHARE:</u> |
|----------------|---|---------------|
| A DIOS LE PIDO | Aristizabal, Juan Esteban (p/k/a Juanes) | 100% |

1

[Handwritten signature]

EXHIBIT CO 0172



Ring Tone License Agreement ("License")

Levi's
copy

1. General Terms:

License Date: January 22, 2004

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Mitsui Comtek Corp.
20300 Stevens Creek Blvd., Suite 300
Cupertino, CA 95014
Attn: Chris Kamimura

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositions to third party wireless subscribers through its own server or through a third party server that will be controlled by the Licensee. No rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or server providers. This license does not cover so-called "Ringback" services.

Length: Each Recording as permitted hereunder shall not exceed forty-five (45) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than February 15, 2004 the sum of
Redacted in full payment, which said amount shall be credited towards the first units of the Recordings manufactured herein. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty:

The greater of the following:

- (i) (A) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery, which shall be deemed to occur when a consumer or end user saves a Recording to a mobile phone, PDA or other digital device, of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

or

- (ii) ten percent (10%) of all revenue actually received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, any and all advertising revenue earned by Licensee from any web site controlled by Licensee and upon which the Recordings are featured) ("Royalty"). With respect to any co-published Compositions, the Royalty specified herein shall be pro-rated.

Any preview by a consumer or end user on a mobile phone, PDA or other digital device or on Licensee's website will not be counted as a completed transmission, download or other delivery of a Recording providing the following: 1) Preview cannot be permanently saved without payment of Royalty and 2) Preview cannot be transferred by the consumer or end user to another consumer or end user on a mobile phone, PDA or other digital device.

Most Favored Nations:

In the event Licensee grants a more favorable royalty rate to any third party who controls the rights to any musical composition offered on Licensee's ring tone service for similar use and duration as granted herein for the Compositions, this Agreement shall be deemed amended to incorporate same as of the date when such higher royalty rate is paid or such more favorable royalty rates are granted to such third party, and to continue for the duration of the period which such more favorable royalty rates are granted.

Territory:

U.S.A and its territories ("Territory").

Term:

One (1) year from the date hereof ("Term"). Thirty days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes and for subsequent distribution to consumer and/or end-

users, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions by using segments of the Recordings not to exceed fifteen (15) seconds on its website. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request. Licensee shall have no liability with respect to any downloads relating to such Composition which occur prior to the receipt of such notice.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, territory of download and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall

promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term. Except as outlined in Section 7(e) below, Licensor shall have no responsibility or liability under this Agreement with respect to any Recordings after termination.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:

- (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will indemnify, defend and hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned, including but not limited to any claim that any use of a Composition permitted under this Agreement causes an infringement of any copyright or other property right of one or more third parties arising in any jurisdiction throughout the Territory, provided such claim has been settled or has been reduced to a judgment entered by a court of competent jurisdiction.

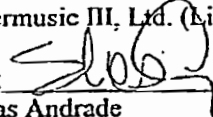
7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over

appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Mitsui Comtek Corp. (Licensee)

By: 

Chris Kamimura *FUSHING LIA*

SCHEDULE A

| <u>SONG</u> | <u>AUTHOR(S)</u> | <u>PUBLISHER/PERCENTAGE CONTROLLED:</u> |
|---------------------------------|---------------------------------------|---|
| (A) DIOS LE PIDO | JUAN ESTEBAN ARISTIZABAL | PEERMUSIC III, LTD. 100% |
| ADORO | MANZANERO | PEER INTERNATIONAL CORP. 100% |
| AQUELLOS OJOS VERDES | MENENDEZ / UTRERA | PEER INTERNATIONAL CORP. 100% |
| ATLANTIS | DONOVAN | PEER INTERNATIONAL CORP. 100% |
| AY JALISCO NO TE RAJES | CORTAZAR / ESPERON (pham) | PEER INTERNATIONAL CORP. 100% |
| BESAME MUCHO | VELASQUEZ (pham) | PEER INTERNATIONAL CORP. 100% |
| BRAZIL | BARROSO | PEER INTERNATIONAL CORP. 100% |
| CAN'T YOU HEAR MY HEARTBEAT | CARTER/HAWKER | SOUTHERN MUSIC PUB. 100% |
| CIELITO LINDO | MENDOZA (pham) | PEER INTERNATIONAL CORP. 100% |
| CU CU RRU CU CU PALOMA | MENDEZ (emmi) | PEER INTERNATIONAL CORP. 100% |
| CUANDO CALIENTA EL SOL | RIGUAL / RIGUAL / MARTINOLLI (emmi) | PEER INTERNATIONAL CORP. 100% |
| CUANDO ESTOY CONTIGO | MANZANERO | PEER INTERNATIONAL CORP. 100% |
| ES POR TI | JUAN ESTEBAN ARISTIZABAL | PEERMUSIC III, LTD. 100% |
| EVERYBODY'S FREE (TO FEEL GOOD) | COX/SWANSTON | PEERMUSIC, LTD. 100% |
| FASCINATION | MANNING / MARCHETTI | SOUTHERN MUSIC PUB. 100% |
| FOTOGRAFIA | JUAN ESTEBAN ARISTIZABAL | PEERMUSIC III, LTD. 100% |
| GRANADA | LARA | PEER INTERNATIONAL CORP. 100% |
| HURDY GURDY MAN | DONOVAN | PEER INTERNATIONAL CORP. 100% |
| LA BIKINA | FUENTES | PEERMUSIC III, LTD. 100% |
| LOVE ME WITH ALL YOUR HEART | RIGUAL / RIGUAL / MARTINOLLI / SKYLAR | PEER INTERNATIONAL CORP. 100% |
| MAJOR TOM (COMING HOME) | SCHILLING | SOUTHERN MUSIC PUB. 100% |
| MAMBO NO 5 | PRADO (emmi) | PEER INTERNATIONAL CORP. 100% |
| MAS QUE NADA | BEN | PEER INTERNATIONAL CORP. 100% |
| MELLOW YELLOW | DONOVAN | PEER INTERNATIONAL CORP. 100% |
| NADA | JUAN ESTEBAN ARISTIZABAL | PEERMUSIC III, LTD. 100% |
| NOSOTROS | JUNCO | PEER INTERNATIONAL CORP. 100% |
| PERFIDIA | DOMINGUEZ | PEER INTERNATIONAL CORP. 100% |
| QUE MANERA DE PERDER | SANCHEZ | PEER INTERNATIONAL CORP. 100% |
| QUIZAS QUIZAS QUIZAS | FARRES | SOUTHERN MUSIC PUB. 100% |
| SOLAMENTE UNA VEZ | LARA (pham) | PEER INTERNATIONAL CORP. 100% |
| THE GREAT PRETENDER | RAMS | PANTHER MUSIC 100% |
| TICO TICO (NO FUBA) | ABREU | PEER INTERNATIONAL CORP. 100% |
| WALK LIKE AN EGYPTIAN | STERNBERG | PEER INTERNATIONAL CORP. 100% |
| WINCHESTER CATHEDRAL | STEPHENS | PEERMUSIC LTD. 100% |
| YO EL AVENTURERO | MICHEL (emmi) | PEER INTERNATIONAL CORP. 100% |

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Redacted

EXHIBIT CO 0173



Ring Tone License Agreement ("License")

1. General Terms:

License Date: January 1, 2004

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Downplay, Inc.
6 Jenner, Suite 230
Irvine, CA 92618
Attn: Christopher Pitzak

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use these and additional compositions from time to time as ring tones (the "Recordings" as further defined in Section 2 below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Purpose of License: Licensee intends to offer the Recordings that will be created from the Compositons to third party wireless subscribers through its own server or through a third party server that will be directly controlled by the Licensee. No rights to the Compositions or the Recordings will be granted to any third party including but not limited to wireless subscribers or server providers. This license does not cover so-called "Ringback" services.

Length: Each Recording as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than January 17, 2004 the sum of

Redacted

A handwritten signature, possibly "CP", located in the bottom right corner of the page.

Redacted in full payment, which said amount shall be credited as an advance against the royalty rates for each Recording of a Composition sold as provided below. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty: Twenty-Five Dollars (US\$25) for each upload of a Recording to the Licensee's server, plus the greater of the following:

- (i) (A) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 2(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents;

or

- (ii) ten percent (10%) of all revenue actually received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, any and all advertising revenue earned by Licensee from any web site controlled by Licensee and upon which the Recordings are featured) ("Royalty"). With respect to any co-published Compositions, the Royalty specified herein shall be pro-rated.

Most Favored Nations: If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: U.S.A and its territories ("Territory").

Term: One (1) year from the date hereof ("Term"). Commencing on or about thirty (30) days prior to the end of the Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights:

Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV or similar downloadable and transmittable digital data

formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes, (c) to distribute, deliver and transmit the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote Licensee's ring tone service and Compositions on its website by using segments of the Recordings not to exceed fifteen (15) seconds. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. (Please send to the attention of: Leticia Maldonado) The statements shall report all royalty bearing transactions on a Composition-by-Composition basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, territory of download and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall

promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.

5. Notices:

All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
- (b) Licensee warrants, represents, and agrees as follows:

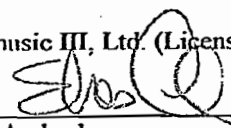
- (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.

7. Miscellaneous:

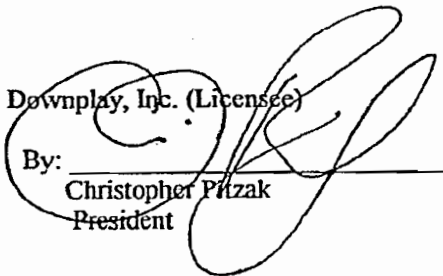
- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.

- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

Downplay, Inc. (Licensee)

By: 
Christopher Pitzak
President

SCHEDULE A

| Title | Writer |
|--|---|
| <u>Composition Name / Writer:</u> | <u>Publisher and Percentage Controlled:</u> |
| A Dios Le Pido | Peermusic III, Ltd. 100% (BMI) |
| By Juan Esteban Aristizabal (p/k/a Juanes) | |
| Besame Mucho | Peer International Corporation 100% (BMI) |
| By Consuelo Velasquez | |
| Evergreen | Songs of Peer, Ltd. 25% (ASCAP) – Subject |
| By Per Olof Magnusson (writers not under Peer's control: David Kreuger, Jorgen Elofsson) | to approval from co-publishers |
| Mambo No. 5 (A Little Bit Of...) | Peer International Corporation 100% (BMI) |
| By Lou Bega, Zippy, Damaso Perez Prado | |
| Me Against the Music | Songs of Peer, Ltd. 68% (ASCAP) – Subject |
| By Terius Youndell Nash, Christopher Stewart, Penelope Magnet, Dorian Michelle Hardnett (writers not under Peer's control: Thabiso Nkhereanye, Britney Spears, Gary O'Brien) | to approval from co-publishers |
| You Are My Sunshine | Peer International Corporation 100% (BMI) |
| By Jimmie Davis | |

Initial: CP / _____

CP

EXHIBIT CO 0174



Blanket Ring Tone License Agreement ("License")

1. General Terms:

License Date: November 5, 2003

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Promotora Hispano Americana de Musica, S.A.
Mariano Escobedo No. 166 - 2do piso
Colonia Anahuac
Mexico, D.F. C.P. 11320
Delegación Miguel Hidalgo

Licensee: Conectium USA, Inc. (a Florida Company)
2121 Ponce De Leon Boulevard, Suite 850
Coral Gables, FL 33134
Attn: Alfonso Riveroll

Composition(s): Licensor hereby grants to Licensee the right to create ring tones (the "Recordings" as further defined in Section 2 below) of musical compositions from the Peer catalogue (the "Compositions"). The grant of rights under this agreement is further described in Section 2 below. Licensee shall supply Licensor with a list of Compositions it desires to convert to Recordings, and Licensor shall have the right of approval with respect to each Composition. Schedule "A" (attached hereto and incorporated herein by reference) shall contain an initial list of approved Compositions and the percentage owned by Licensor of each such Composition, and Schedule "A" shall be updated each time a new Composition is selected by Licensee and approved by Licensor.

Length: Each Recording as permitted hereunder shall not exceed forty-five (45) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than November 30, 2003 the sum of **Redacted** in full payment, which said amount shall be credited towards the first units sold. This Agreement shall not be deemed effective and no rights or licenses shall be extended to

Licensee hereunder until Licensor's receipt of the execution payment specified above.

Royalty: Licensee shall pay a royalty (the "Royalty") to Licensor equal to the greater of the following:

- (i) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of a Recording to a consumer end-user ("Recording Sold"), or
- (ii) ten (US\$.10) cents per Recording Sold

With respect to any Composition that is not 100% owned by Licensor the Royalty specified herein shall be pro-rated.

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: The "Territory" covered during the Term (as defined below) of this Agreement shall be Mexico, Panama and the countries comprising Central America.

Term: The "Term" shall be two (2) years, commencing November 5, 2003 and terminating November 5, 2005 (the "Expiration Date"). Commencing on or about Ninety (90) days prior to the end of the Initial Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights: Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV, RTTL or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto the computer servers of Licensee's and/or Licensee's sublicensee(s) ("Sublicensees") solely for its internal business purposes and for subsequent distribution to Sublicensee(s) and/or consumer end-users, (c) to distribute, deliver and transmit, and to permit Sublicensee(s) to deliver, distribute and transmit, the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; and (d) for Licensee and Sublicensees to promote and advertise Licensee's ring tone service on their websites by using segments of the Recordings not to exceed fifteen (15) seconds. No right is granted to Licensee hereunder to use the Compositions, Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services or to publicly perform the Recordings as contemplated under this License. It is understood that Licensee shall

be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified in Section 1 above.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Initial Term. (Please make checks payable to Promotora Hispano Americana de Musica, S.A. and send to above address) The statements shall report all royalty bearing transactions on a Composition-by-Composition basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, territory of download and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. . In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:

- (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
 - (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
 - (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.
5. Notices: All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above, or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.
6. Warranties, Representations, and Indemnities:
- (a) Licensor represents, warrants and agrees (1) that it has the full right, power and authority to enter into this License with respect to its interest in each Composition as set forth on Schedule "A", (2) that it has the full right, power and authority to grant to Licensee all the rights hereunder, (3) that it owns the percentage of each Composition as set forth on Schedule "A" and (4) that no use by Licensee of the Compositions, as authorized in this agreement, shall violate any right of any third party.
 - (b) Licensee warrants, represents, and agrees: (1) that it has the full right, power and authority to grant to Licensor all the rights hereunder, and (2) that it shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
 - (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned provided same is reduced to a final, non-appealable judgement entered by a court of competent jurisdiction.

7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning, or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Conectium USA, Inc. (Licensee)

By: _____

Alfonso Riveroll

Peermusic III, Ltd. (Licensor)

By: _____

Elias Andrade

SCHEDULE A (PHAM Controlled Territories)

| | Publisher | Writer(s) | Percent & Territory Controlled via PHAM |
|-----------------------------|------------------|---|--|
| Alla en el rancho grande MF | Peermusic - PHAM | Gonzalez Esperon, M (Mariachi Miguel Diaz) | 100% - Mexico and Central America |
| Yo No Fui | Peermusic - PHAM | Velazquez, C (Pedro Fernandez) | 100% - Mexico and Central America |
| Ay Jalisco No Te Rajes | Peermusic - PHAM | Esperon Gonzalez, M. / Cortazar Hernandez, E. | 100% - Mexico and Central America |
| Bésame Mucho | Peermusic - PHAM | Velásquez, C | 100% - Mexico and Central America |
| El Reloj | Peermusic - PHAM | Cantoral, R. | 100% - Mexico and Central America |
| Noche De Ronda | Peermusic - PHAM | Lara, T. | 100% - Mexico and Central America |
| Sabor A Mí | Peermusic - PHAM | Carillo, A. | 100% - Mexico and Central America |
| Sólamente Una Vez | Peermusic - PHAM | Lara, A. | 100% - Mexico and Central America |
| Usted | Peermusic - PHAM | Ruiz, G. | 100% - World-excl. Mexico and Central America |
| Vereda Tropical | Peermusic - PHAM | Curiel, G. | 100% - Mexico and Central America |

EXHIBIT CO 0175



Blanket Ring Tone License Agreement ("License")

1. General Terms:

License Date: November 5, 2003

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave. Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Conectium USA, Inc. (a Florida Company)
2121 Ponce De Leon Boulevard, Suite 850
Coral Gables, FL 33134
Attn: Alfonso Riveroll

Composition(s): Licensor hereby grants to Licensee the right to create ring tones (the "Recordings" as further defined in Section 2 below) of musical compositions from the Peer catalogue (the "Compositions"). The grant of rights under this agreement is further described in Section 2 below. Licensee shall supply Licensor with a list of Compositions it desires to convert to Recordings, and Licensor shall have the right of approval with respect to each Composition. Schedule "A" (attached hereto and incorporated herein by reference) shall contain an initial list of approved Compositions and the percentage owned by Licensor of each such Composition, and Schedule "A" shall be updated each time a new Composition is selected by Licensee and approved by Licensor.

Length: Each Recording as permitted hereunder shall not exceed forty-five (45) seconds.

Ring Tone Files: Licensee will provide to Licensor all Recordings of Compositions made during the Term. Recordings will be delivered to Licensor within ten (10) business days of being made available to the public for sale. Recordings of no fewer than twenty (20) Compositions shall be delivered in the first six (6) months of the Agreement and Recordings of no fewer than fifty (50) Recordings shall be delivered before the end of the first year of this Agreement. Licensor will have the non-exclusive right to license the Recordings in perpetuity on a world-wide basis excluding Venezuela and Mexico. Licensee agrees that Licensor may license the Recordings royalty-free and neither the Licensee nor any third-party associated with the production of the Recordings will be due any payment.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Royalty: Licensee shall pay a royalty (the "Royalty") to Licensor equal to the greater of the following:

- (i) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of a Recording to a consumer end-user ("Recording Sold"), or
- (ii) ten (US\$.10) cents per Recording Sold

With respect to any Composition that is not 100% owned by Licensor the Royalty specified herein shall be pro-rated.

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States, Canada, the Caribbean, Mexico, Panama and the countries comprising Central and South America.

Term: The "Term" shall be two (2) years, commencing November 5, 2003 and terminating November 5, 2005 (the "Expiration Date"). Commencing on or about Ninety (90) days prior to the end of the Initial Term, the parties shall engage in good faith negotiations to renew the Term for additional one (1) year periods.

2. Grant of Rights: Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV, RTTL or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto the computer servers of Licensee's and/or Licensee's sublicensee(s) ("Sublicensees") solely for its internal business purposes and for subsequent distribution to Sublicensee(s) and/or consumer end-users, (c) to distribute, deliver and transmit, and to permit Sublicensee(s) to deliver, distribute and transmit, the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; and (d) for Licensee and Sublicensees to promote and advertise Licensee's ring tone service on their websites by using segments of the Recordings not to exceed fifteen (15) seconds. No right is granted to Licensee hereunder to use the Compositions, Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services or to publicly

perform the Recordings as contemplated under this License. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.

In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified in Section 1 above.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Initial Term. **(Please send to the attention of: Leticia Maldonado)** The statements shall report all royalty bearing transactions on a Composition-by-Composition basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, territory of download and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. . In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:

- (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
 - (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
 - (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensor's direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.
 - (e) Upon the expiration or termination of the Term, Licensor shall retain the right to license and sell Recordings on the terms as outlined in Section 1 of this Agreement.
5. Notices: All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above, or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.
6. Warranties, Representations, and Indemnities:
- (a) Licensor represents, warrants and agrees (1) that it has the full right, power and authority to enter into this License with respect to its interest in each Composition as set forth on Schedule "A", (2) that it has the full right, power and authority to grant to Licensee all the rights hereunder, (3) that it owns the percentage of each Composition as set forth on Schedule "A" and (4) that no use by Licensee of the Compositions, as authorized in this agreement, shall violate any right of any third party.
 - (b) Licensee warrants, represents, and agrees: (1) that it has the full right, power and authority to enter into this License with respect to its interest in each Recording, (2) that it has the full right, power and authority to grant to Licensor all the rights hereunder, and (3) that it shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
 - (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned provided same is reduced to a final, non-appealable judgement entered by a court of competent jurisdiction.

7. Miscellaneous:

- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning, or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.
- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) The provisions of Sections 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Conectium USA, Inc. (Licensee)

By: _____

Alfonso Riveroll

Peermusic III, Ltd. (Licensor)

By: _____

Elias Andrade

SCHEDULE A

| | Publisher | Writer(s) | Percent & Territories Controlled |
|-----------------------------|--------------------|---|---|
| Granada | Peer International | Lara, A. | 100% - World exc. Brazil |
| Inolvidable | Peermusic | Guitierrez, J (Luis Miguel) | 100% - World |
| Color Esperanza | Peermusic - PHAM | Sorokin, C /D. Torres | 55% - World / subject to approval from co-publisher |
| A Dios le pido | Peermusic | Juanes | 100% - World |
| Es por ti | Peermusic | Juanes | 100% - World |
| Mala gente | Peermusic | Juanes | 100% - World |
| Se va el caiman | Peermusic | Penarando (La billo's Caracas boy's) | 100% - World |
| Alla en el rancho grande MF | Peermusic - PHAM | Gonzalez Esperon, M (Mariachi Miguel Diaz) | 100% - World exc. Mexico and Central America |
| Como Olvidar | Peermusic - PHAM | Piloto, J / Arenas (Olga Tañon) | 50% - World / subject to approval from co-publisher |
| Yo No Fui | Peermusic - PHAM | Velazquez, C (Pedro Fernandez) | 100% - World exc. Mexico and Central America |
| Ay Jalisco No Te Rajes | Peermusic - PHAM | Esperon Gonzalez, M. / Cortazar Hernandez, E. | 100% - World exc. Mexico, Central America, Australia, New Zealand and Brazil |
| Bésame Mucho | Peermusic - PHAM | Velásquez, C | 100% - World exc. Mexico, Central America, Australia, New Zealand and Brazil |
| El Reloj | Peermusic - PHAM | Cantoral, R. | 100% - World exc. Mexico and Central America |
| Noche De Ronda | Peermusic - PHAM | Lara, T. | 100% - World exc. Mexico, Central America, Australia, New Zealand, Italy its colonies & possessions and Albania |
| Sabor A Mí | Peermusic - PHAM | Cañillo, A. | 100% - World exc. Mexico and Central America |
| Sólamente Una Vez | Peermusic - PHAM | Lara, A. | 100% - World exc. Mexico, Central America, Australia, New Zealand and Brazil |
| Usted | Peermusic - PHAM | Ruiz, G. | 100% - World exc. Mexico and Central America |
| Vereda Tropical | Peermusic - PHAM | Curiel, G. | 100% - World exc. Mexico and Central America |

EXHIBIT CO 0176



Ring Tone License Agreement ("License")

License Date: September 10, 2003

Licensor: Peermusic III, Ltd. (on behalf of itself and its affiliates)
5358 Melrose Ave, Suite 400
Los Angeles, CA 90038
Attn: Elias Andrade

Licensee: Wap Online USA, LLC
800 Distributors Row
New Orleans, LA 70123
ATTN: Tim Saarela, CEO

Composition(s): All musical compositions listed on Schedule A (attached hereto and incorporated herein by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use additional compositions from time to time as ring tones, and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Length: The Composition(s) as permitted hereunder shall not exceed thirty (30) seconds.

Non-Precedential: It is understood that the terms outlined in this agreement are deemed to be non-precedential

Advance: Licensee shall pay to Licensor, upon execution of this Agreement, but no later than September 25, 2003 the sum of
Redacted in full payment, which said amount shall be credited towards the first units of the Product manufactured herein. This Agreement shall not be deemed effective, and no rights or licenses shall be extended to Licensee hereunder, until Licensor's receipt of the execution payment specified above.

Royalty: The greater of the following:

(i) (A) an amount equal to ten (10%) percent of the advertised selling price of each confirmed completed transmission, download or other delivery of an operable Recording (as defined below) to a consumer end-user, except as contemplated in Section 1(d) ("Recording Sold"), with a minimum royalty for each Recording Sold of ten (US\$.10) cents:

or

- (ii) ten percent (10%) of all revenue actually received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, any and all advertising revenue earned by Licensee from any web site controlled by Licensee and upon which the Recordings are featured) ("Royalty"). With respect to any co-published Compositions, the Royalty specified herein shall be pro-rated.

Most Favored Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial financial terms or Royalty terms as specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory:

Canada and U.S.A and its territories ("Territory").

Term:

One (1) year from the date hereof ("Term"). In the event that an unrecovered balance against the Advance remains at the end of the term and Licensee has fully and faithfully accounted for and paid Royalties as outlined in Section 3 below, then the Term shall extend automatically until the earlier of either February 27, 2005 or until the end of the Calendar quarter during which the Advance becomes recovered in full.

1. Grant of Rights: Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create, or cause to be created, ring tone sound recordings of the music Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes and for subsequent distribution to Licensee's sublicensee(s) (referred to herein as sublicensee(s)) and/or consumer end-users, (c) to distribute, deliver and transmit, and to permit sublicensee(s) to deliver, distribute and transmit, the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., Short Message Service or Wireless Application Protocol) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote and advertise Licensee's ring tone service using segments of the Recordings not to exceed fifteen (15) seconds; and (e) to publicly perform the Recordings as contemplated under this License. Except as otherwise provided in clause (d) immediately above, no right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. It is understood that Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service. All rights not specifically granted herein are reserved by Licensor.
2. In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in hard copy, electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. **(Please send to the attention of: Leticia Maldonado)** The statements shall report all royalty bearing transactions on a Composition-by-Composition basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, territory of download and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may, at its own expense, audit such records and books no more than one time per calendar year. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. In the event that any such examination or audit reveals an underpayment of amounts due in excess of ten percent (10%), then Licensee shall promptly pay any amounts owed, plus the reasonable costs of such audit or examination promptly after Licensor's submission of documented costs.

4. Termination:

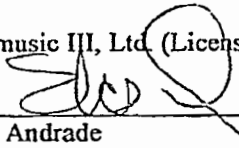
- (a) Either party may terminate this License by giving the other party notice if such party fails to perform any of its obligations under this License for any reason and such failure has not been remedied within thirty (30) days after such party's receipt of written notice such failure.
- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.

- (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
 - (c) A termination of the License under this Section 4 will not limit or affect any of Licensors other rights.
 - (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall, at Licensors direction, delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within thirty (30) days after the end of the Term.
5. Notices: All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.
6. Warranties, Representations, and Indemnities:
- (a) Licensor represents, warrants and agrees that it has the full right, power and authority to enter into this License with respect to its interest in each composition as set forth in Schedule "A" and as Licensor notifies Licensee with respect to any additional musical conditions licensed hereunder, and to grant to Licensee all the rights hereunder and that no use by Licensee of the Compositions as authorized in this agreement shall violate any right of any third party.
 - (b) Licensee warrants, represents, and agrees as follows:
 - (i) Licensees principal place of business is located within the United States of America.
 - (ii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
 - (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to the amounts received hereunder.
7. Miscellaneous:
- (a) This agreement may not be assigned in whole or in part by either party without prior written approval by the other party. Licensee may assign this Agreement

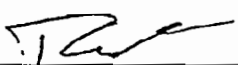
and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to any person or entity owning or acquiring all or a majority of Licensee's stock and/or assets or with whom such party may merge or be merged. Notwithstanding the foregoing, Licensee shall provide written notice to Licensor of such assignment at least five (5) business days prior to the effective date of such assignment.

- (b) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (c) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer or other authorized representative of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (d) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) The provisions of paragraphs 6 and 7 shall survive the termination of this agreement.
- (f) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic III, Ltd. (Licensor)

By: 
Elias Andrade
Director of Copyright & Licensing

(Licensee)

By: 
Tim Saarela, CEO
Wap Online USA, LLC

SCHEDULE A

| Title | Writer |
|-------|--------|
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| | |
| | |

EXHIBIT CO 0177

EXECUTED
ORIGINAL



MOVISO LLC and
Premium Wireless Services USA, Inc. d/b/a "Moviso"
Companies of VIVENDI UNIVERSAL
10940 Wilshire Boulevard, 9th Floor
Los Angeles, California 90024

As of August 1, 2003

Jonathan Kehl
Peermusic
5358 Melrose Avenue
Los Angeles, California 90038

RE: Premium Wireless Services USA, Inc. -w- Peermusic / Ringtone License

Dear Jonathan:

This letter confirms our agreement and acts as an amendment to the ringtone license between Peermusic and Premium Wireless Services USA, Inc. ("PWS"), dated September 25, 2001 (the "Agreement").

The Term of the Agreement shall be extended to July 31, 2004, and the Territory shall be the United States.

Promptly following the execution of this letter, PWS shall pay Peermusic an additional advance of **Redacted** which advance shall be recoupable in accordance with the terms of the Agreement.

On a going forward basis as of the date first set forth above, the first sentence of the "Royalty" paragraph of the Agreement shall be deemed deleted, and the following shall be deemed added as such first sentence: "The greater of the following: a) the then current statutory rate (currently \$0.08) for each successfully delivered Recording (as defined below) to a consumer end-user by Licensee, or b) ten percent (10%) of all revenue earned and/or received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, any and all advertising revenue earned by Licensee from any website controlled by Licensee and upon which the Recordings are featured) ("Royalty")."

On a going forward basis as of the date first set forth above, the last sentence of Paragraph 1 of the Agreement shall be deemed deleted, and the following shall be deemed added as Paragraph 1A:

"1A. Licensor hereby grants to you the non-exclusive right and license in the United States to publicly perform portions of up to forty-five (45) seconds of non-dramatic renditions of the musical compositions listed on Schedule A for the purposes of: (a) creating, distributing and transmitting ringtones for use on wireless devices, (b) providing promotional previews of such ringtones incident to sale, and (c) playing such ringtones on the applicable end user's wireless device. Licensee will pay Licensor a performance license fee equal to one percent (1%) of all revenue earned and/or received by Licensee from all forms of exploitation of the compositions, pro-rated

with respect to any co-published compositions. This performance royalty shall be in addition to the "Royalty" set forth in the *Royalty portion of the preamble of this agreement*. For the avoidance of doubt: (i) the Most Favored Nations portion of the preamble of this agreement shall govern the performance fee set forth in this paragraph 1A, and (ii) the performance license fee set forth in this Paragraph 1A. shall be itemized and reported separately in a Composition by Composition basis."

Paragraph 2(c) of the Agreement shall be deemed deleted.

Please confirm your agreement with the foregoing by signing where indicated below. Thanks for your cooperation.

Best regards,

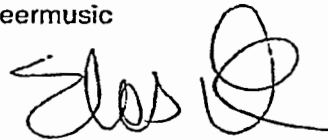
PWS



Dean Newton
VP Bus. Affairs and Gen. Counsel

AGREED AND ACCEPTED BY:

Peermusic



ELIAS ANDRADE

Ring Tone License Agreement ("License")

License Date: 25th day of September 2001

Licensor: Peermusic ("Licensor")
5358 Melrose Ave.
Los Angeles, CA 90038

Licensee: Premium Wireless Services, Inc. ("Licensee")
1749 14th Street
Santa Monica, CA 90404

Compositions: All musical compositions listed on Schedule A (attached hereto and incorporated by reference) ("Compositions"). Licensor acknowledges that Licensee may intend to use additional compositions from time to time as ring tones, and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Length: No use of any Composition as permitted hereunder shall exceed ZERO minutes and 00:45 seconds.

Royalty: The greater of the following: a) US\$00.0755 for each successfully delivered Recording (as defined below) to a consumer end-user Licensee, or b) [ten percent (10%)] of all revenue earned and/or received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, any and all advertising revenue earned by Licensee from any web site controlled by Licensee and upon which the Recordings are featured) ("Royalty"). With respect to any co-published Compositions, the Royalty specified herein shall be pro-rated. Each transmission, download or upload of a Recording for which a Royalty is payable shall contain no more than one (1) Composition.

Upload Fee: US\$00.0755 per Composition listed on Schedule A payable upon the execution hereof ("upload fee") for the upload or other reproduction of a Recording by Licensee (or authorized by Licensee pursuant to the terms hereof) onto the servers (or other computer data bases) from which Recordings will be made available or delivered to consumer end-users; and for those compositions subsequently added to Schedule A, payment of the Upload Fee shall be due within ten (10) days after Licensor approves the modification of Schedule A.

Advance: Licensee agrees to pay to Licensor, immediately upon execution hereof, the sum of **Redacted** as a non-returnable but recoupable advance applicable to earnings hereunder with respect to the Compositions listed on Schedule A hereto.

Most Favored
Nations:

If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other terms, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial than the Royalty or Upload Fee specified above, Licensee shall pay such royalty and offer such other terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory:

United States ("Territory").

Term:

One (1) year from the date hereof ("Term").

1. Grant of Rights: Solely with respect to Licensor's fractional ownership interest in the each Composition (as specified on Schedule A hereto), Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create ~~monophonic-only~~ ring tone sound recordings of the music, but not any lyrics, of the Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"), (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes and for subsequent distribution to consumer end-users, (c) to distribute, deliver and transmit, and to permit the approved sublicensee(s) listed below to deliver, distribute and transmit, the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., SMS or WAP) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; and (d) to promote and advertise the Licensee's ring tone service on its website only using segments of the Recordings not to exceed forty-five (0:45) seconds. No right is granted to Licensee hereunder to use the Recordings, music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. Notwithstanding the foregoing, direct links to web sites selling recordings embodying the Compositions or direct links to web pages providing information on the songwriters and performing artists of the Compositions shall not be deemed a prohibited use hereunder. All rights not specifically granted herein are reserved by Licensor. Licensee shall be solely responsible for securing and paying for any necessary public performance licenses required in the Territory in connection with its ring-tone service.

2. Licensee Obligations:

- (a) Licensee agrees to comply with any and all restrictions communicated to Licensee by Licensor relating to Territory, name and likeness, use restrictions and any other restrictions to which Licensor may be contractually bound. No name, likeness or biographical rights are granted to the Licensee except for the use of the name(s) of the writer(s) for credit purposes.

- (b) In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.
- (c) If so requested by Licensor, Licensee shall make available to Licensor any aggregate, non-identifiable end-user data Licensee collects relating to the consumer end-users who download or otherwise receive the Recordings licensed hereunder. Any such data shall be made available to Licensor, on a regular basis during the Term and for sixty (60) days after the Term, in all formats maintained by Licensee.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein and the Upload Fees as also specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payments to Licensor shall be computed and remitted in United States dollars.

4. Termination:

- (a) Licensor or Licensee may terminate this agreement by giving notice to the other in any of the following circumstances:
 - (i) Licensor or Licensee fails to perform any of its obligations under this License for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of written notice such failure.
 - (ii) Licensee attempts to assign any of its rights under this License without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.
 - (iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock as of the date of this License, without Licensor's prior written consent.

- (b) This License will terminate automatically, without notice, if any of the following occurs:
 - (i) Licensor or Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensor or Licensee or its assets.
 - (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
 - (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within fifteen (15) days after the end of the Term.
5. Notices: All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.
6. Warranties, Representations, and Indemnities:
- (a) Licensor represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Schedule A) that it has the full right, power and authority to enter into this License and to grant to Licensee all the rights hereunder on the terms and conditions set forth herein.
 - (b) Licensee warrants, represents and agrees as follows:
 - (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall track and maintain records of the countries in which Recordings are downloaded, transmitted, delivered or otherwise distributed.
 - (iii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.
 - (iv) Upon written instruction from Licensor, Licensee shall not license or distribute any Recording or Composition to any third party that is

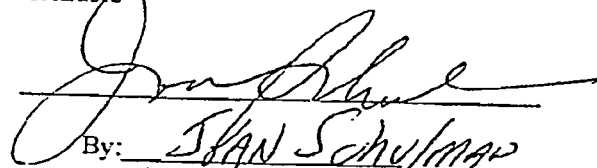
engaged in piracy, illegal activities or other unauthorized use of the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Licensor's liability shall be limited to amounts received under this agreement.

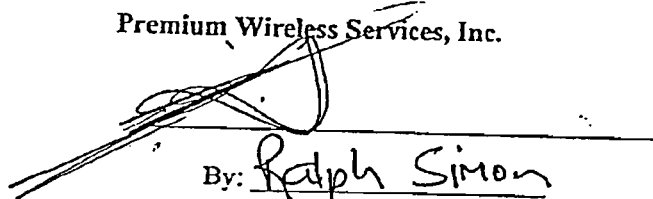
7. Miscellaneous:

- (a) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (b) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (c) This License shall only be construed in accordance with the substantive and procedural laws of the State of California applicable to agreements entered into and wholly to be performed therein. California Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of California; the parties hereto hereby grant sole and exclusive jurisdiction to such court and to any appellate courts having jurisdiction over appeals from such court.
- (d) The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) This License will not become effective until executed and delivered by Licensor and Licensee.

Peermusic


By: Stan Schulman

Premium Wireless Services, Inc.


By: Ralph Simon

05:13P

SCHEDULE A

Allan's

Bated In Blue
 Dreamer Mucho

Blue Moon Of Kentucky
 Brazil

Can't You Hear My Heartbeat
 Catch The Wind
 Coo Coo Roo Coo Coo, Paloma
 Deep In The Heart Of Texas

El Cumbanchero
 Everybody's Free (To Feel Good)
 Everyday
 Fashadon
 George On My Mind
 Granada
 Ouedelajera

Hardy Gurdy Man
 Lazy River
 Love Me With All Of Your Heart
 Major Tom
 Major Tom (Coming Home)
 Mama
 Mama
 Mambo No. 5
 Mes Que Nada
 Mellow Yellow
 Mucho Mambo 1
 Mucho Mambo 2
 Never Never Never
 Ooh Ash Just A Little Bit 1
 Ooh Ash Just A Little Bit 2
 Patricia
 Perfidia
 Since I Don't Have You
 Smooth Operator
 The Crying Game
 The Great Pretender
 The Great Pretender
 Tossing And Turning
 Walk Like An Egyptian
 Walk Right In
 Winchester Cathedral
 You Belong To My Heart

Letch Donovan Philips

Carmichael/Katzel
 Consuelo Velasquez, Sonny Styer, Lopez
 Morro
 Barros/Russel
 Carter/Lewis/Ford
 Letch Donovan Philips
 Mendez/Velasquez/Carson
 J. Herashey/O. Swander

Heinatz
 Swanson/Cox
 Pelly/Hardin
 Marchetti/Manning
 Carmichael Hoagy/Carter Stuart
 Leta/Dodd
 O'Leary

Letch
 Carmichael/Arcin
 Rigual/Rigual/Martinez/Styer
 Schilling/Lodge
 Schilling/Lodge
 Bido/Cherubini/Dalton/D'Ro
 Bido/Cherubini/Dalton/D'Ro
 P. Prado, L. Baga, Zippy
 J. Meneses

Letch
 Gimbel/Hule
 Gimbel/Hule
 Tesla/Rentis/Hewitt

Tauber/Rodney
 Tauber/Rodney

prado perez

Dominguez Bores Alberto/Leeds Milton

Brennon/Rock/Vogel/Versace/Taylor/Leslie/Martin

Adri/St. John

Stephens

Ram

Ram

Carter/Lewis/Ford

Sittinberg

Cannon/Woods

Stephens

Leta/Gilbert

> 70% share only

50% share only with Sony/ATV

EXHIBIT CO 0178

EXECUTED
ORIGINAL



MOVISO LLC and
Premium Wireless Services USA, Inc. d/b/a "Moviso"
Companies of VIVENDI UNIVERSAL
10940 Wilshire Boulevard, 9th Floor
Los Angeles, California 90024

As of August 1, 2003

Jonathan Kehl
Peermusic Canada, Inc.
130 Spadina Ave., #503
Toronto, Ontario M5V 2L4
Canada

RE: Premium Wireless Services USA, Inc. -w- Peermusic Canada, Inc. /
Ringtone License

Dear Jonathan:

This letter confirms our agreement and acts as an amendment to the ringtone license between Peermusic Canada, Inc. and Premium Wireless Services USA, Inc. ("PWS"), dated June 17th, 2002 (the "Agreement").

The Term of the Agreement shall be extended to July 31, 2004, and the Territory shall be Canada.

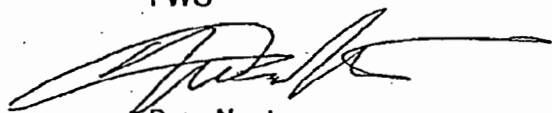
Promptly following the execution of this letter, PWS shall pay Peermusic an additional advance of **Redacted** which advance shall be recoupable in accordance with the terms of the Agreement.

Paragraph 2(c) of the Agreement shall be deemed deleted.

Please confirm your agreement with the foregoing by signing where indicated below. Thanks for your cooperation.

Best regards,

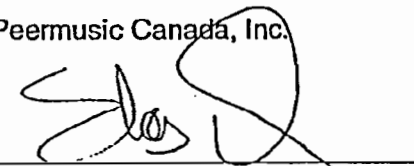
PWS



Dean Newton
VP Bus. Affairs and Gen. Counsel

AGREED AND ACCEPTED BY:

Peermusic Canada, Inc.



ELIAS ANDRADE

Ring Tone License Agreement ("License")

License Date: June 17th 2002

Licensor: PeerMusic Canada Inc. ("Licensor")
130 Spadina Ave., #503
Toronto, ON M5V 2L4
Canada

Licensee: Premium Wireless Services USA, Inc. ("Licensee")
10940 Wilshire Blvd 9th Floor
Los Angeles, CA 90024

Compositions: All musical compositions listed on Schedule A (attached hereto and incorporated by reference), as may be supplemented from time-to-time with Licensor's written approval ("Compositions"). Licensor acknowledges that Licensee may intend to use additional compositions from time to time as ring tones, and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Length: No use of any Composition as permitted hereunder shall exceed forty-five (45) seconds.

Royalty: The greater of the following: a) the same rate as the then current CMRRA statutory mechanical rate (currently Canadian \$0.077) per completed transmission, download or other delivery of a Recording (as defined below) to a consumer end-user or, for each completed transmission, download or other delivery of a Recording or b) ten percent (10%) of all revenue earned and/or received by Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee (including, but not limited to, an allocated share (based on the percentage of Recordings purchased by or delivered to end-users) of any and all advertising revenue earned by Licensee from any web site controlled by Licensee and upon which the Recordings are featured) ("Royalty"). With respect to any co-published Compositions, the Royalty specified herein shall be pro-rated. Each transmission, download or upload of a Recording for which a Royalty is payable shall contain no more than one (1) Composition.

Advance: Licensee agrees to pay to Licensor, immediately upon execution hereof, the sum of **Redacted** as a non-refundable but recoupable advance applicable to earnings hereunder with respect to the Compositions listed on Schedule A hereto.

Most Favored Nations: If at any time during the Term hereof, Licensee pays any royalty for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society), that is greater or more beneficial than the Royalty specified above, Licensee shall pay such royalty retroactively to the

account period during which such higher royalty is accounted to such other publisher, administrator or owner.

Territory: Canada

Term: One (1) year from the date hereof ("Term").

1. Grant of Rights: Solely with respect to Licensor's fractional ownership interest in the each Composition (as specified on Schedule A hereto), Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create ring tone sound recordings of the music, but not any lyrics, of the Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Recordings"); (b) to reproduce the Recordings onto Licensee's computer server(s) solely for its internal business purposes and for subsequent distribution to consumer end-users; (c) to distribute, deliver and transmit, and to permit the approved sublicensee(s) listed below to deliver, distribute and transmit, the Recordings over the Internet (or any successor global computer network) or over a regional wireless transmission network (e.g., SMS or WAP) for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote and advertise (solely on the web site from which the Recordings will be made available for delivery to end-users) Licensee's ring tone service using segments of the Recordings not to exceed forty-five (45) seconds; and (e) to publicly perform the Compositions as embodied in the Recordings as contemplated under this license. Except as otherwise provided herein, no right is granted to Licensee hereunder to use the music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but limited to isolating or positioning a Recording in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. Notwithstanding the foregoing, direct links to web sites selling recordings embodying the Compositions or direct links to web pages providing information on the songwriters and performing artists of the Compositions shall not be deemed a prohibited use hereunder. Licensor reserves all rights not specifically granted herein.

2. Licensee Obligations:

- (a) Licensee agrees to comply with any and all restrictions communicated to Licensee by Licensor relating to Territory, name and likeness, use restrictions and any other restrictions to which Licensor may be contractually bound.
- (b) In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.
- (c) If so requested by Licensor, and provided that doing so shall not breach any end-user privacy agreement, Licensee shall exercise its best efforts to make available to Licensor any aggregate, non-identifiable end-user data Licensee collects relating to the consumer end-users who download or otherwise receive the Recordings licensed hereunder. Any such data shall be made available to Licensor, on a regular basis during the Term and for sixty (60) days after the Term, in all formats maintained by Licensee.

3. Royalty and Royalty Accountings:

- (a) In consideration for the rights granted herein, Licensee shall pay to Licensor royalties at the Royalty specified herein.
- (b) Licensee shall render to Licensor true and detailed accounting statements, in electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis (and, where commercially possible, on a country-by-country basis,) including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.
- (c) All payment to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.
- (d) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit such records and books. Licensor may make such an examination for a particular statement only once. Upon no less than forty-five (45) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. Any audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in underpayment to Licensee of five (5%) percent or more of the total amount accounted to Licensor during the accounting periods audit, the Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diem, together with the underpayment. Any royalties owed and unpaid to Licensor shall accumulate interest at the composite "prime rate" (as published in the Wall Street Journal) plus two (2%) percent.

4. Termination:

- (a) Licensor may terminate this License by giving Licensee notice in any of the following circumstance::
 - (i) Licensee fails to perform any of its obligations under this License for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of written notice of such failure.
 - (ii) Licensee attempts to assign any of its rights under this License without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law, except that Licensee may assign its rights and obligations hereunder to (A) any purchaser of all or substantially all (i.e., greater than 85%) of the assets of Licensee or (B) any successor in interest in

connection with the change of control, merger, consolidation or other transfer by operation of law of Licensee.

- (b) This License will terminate automatically, without notice, if any of the following occurs:
- (i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.
 - (ii) A bankruptcy proceeding, for reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its assets.
- (c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.
- (d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall delete, or cause to be deleted, the Recordings from any database or computer server which might be used to transmit, deliver or otherwise distribute the Recordings to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Recordings. Licensee shall destroy all existing copies of the Recordings and furnish to Licensor an affidavit of destruction within fifteen (15) days after the end of the Term.

5. Notices: All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

- (a) Licensor represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Schedule A) that it has the full right, power and authority to enter into this License and to grant to Licensee all the rights hereunder on the terms and conditions set forth herein.
- (b) Licensee warrants, represents and agrees as follows:
- (i) Licensee's principal place of business is located within the United States of America.
 - (ii) Licensee shall track and maintain records of the countries in which Recordings are downloaded, transmitted, delivered or otherwise distributed.
 - (iii) Licensee shall immediately notify Licensor of any acts of copyright infringement, or acts that could be reasonably construed as those of copyright infringement, of which it becomes aware, or should have become aware, concerning the Recordings and Compositions licensed hereunder.
 - (iv) Upon written instruction from Licensor, Licensee shall not license or distribute any Recording or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized use of the Compositions, or that

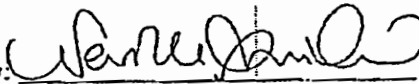
has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

- (c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned.

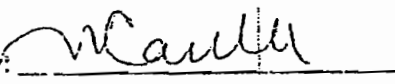
7. Miscellaneous:

- (a) No designation, approval, or consent provided for in this License will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.
- (b) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.
- (c) This License shall only be construed in accordance with the substantive and procedural laws of the State of California applicable to agreements entered into and wholly to be performed therein. The California Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of California, County of Los Angeles, or to the United States District Court for the district of Los Angeles; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s).
- (d) The relationship of the parties is that of independent contractors and nothing in this License shall render either party an agent of the other.
- (e) This License will not become effective until executed and delivered by Licensor and Licensee.

PEERMUSIC CANADA INC.

By: 

PREMIUM WIRELESS SERVICES, INC.

By: 

SCHEDULE A

Dated: January 2nd 2002

The musical composition(s) (the "Composition(s)") covered by this License is/are:

| Song | Artist | Writer(s) | % Controlled | Territories |
|----------------------------------|----------------------------------|---|--------------|-------------|
| Case Of The Ex (Watcha Gonna Do) | Mya | Thabiso Nkhereanye, Traci Hale, Christopher Stewart | 25 | Canada |
| Ange's in Waiting | Tammy Cochran | T. Cochran, J. McBride, S. Harris | 33.34 | Canada |
| Invisible | Tilt | Park/Wilson/Paul/Graham/Atkins | 33.34 | Canada |
| Besame | Ricardo Montaner | R. Montaner, J.L. Chacin | 50 | Canada |
| Candela | Chayanne | D. Poveda, E. Eider | 50 | Canada |
| Como Olvidar | Olga Tanon | J.L. Pilo, G. Arenas | 50 | Canada |
| Smooth Operator | Sade | Adw. St. John | 50 | Canada |
| Ooh Aah Just A Little Bit | Gina G | Tauber, Rodway | 70 | Canada |
| Uh Huh | B2K | C. Stewart, Tab Nkhereanye, Traci Hale, Malik Crawford | 75 | Canada |
| Adelante 1 | Sash! | THOMAS ALISSON, PETER FAULHAMMER, RALF KAPPMEIER, SASCHA LAPPESEN, ADRIAN RODRIGUEZ | 100 | Canada |
| Adelante 2 | Sash! | THOMAS ALISSON, PETER FAULHAMMER, RALF KAPPMEIER, SASCHA LAPPESEN, ADRIAN RODRIGUEZ | 100 | Canada |
| Atlantis | Donovan | Leitch Donovan Phillips | 100 | Canada |
| Ballad In Blue | Benny Goodman | Carmichael/Kahal | 100 | Canada |
| Besame Mucho | The Coasters | Consuelo Velasquez, Sonny Skyler, Lopez | 100 | Canada |
| Blue Moon Of Kentucky | Elvis Presley | Monroe | 100 | Canada |
| Brazil | Frank Sinatra | Barroso/Russell | 100 | Canada |
| Can't You Hear My Heartbeat | Herman's Hermits | Carter/Lewis/Ford | 100 | Canada |
| Cartas Marcadas | Cuisillos de Arturo Macias | C. Monge | 100 | Canada |
| Catch the Wind | Donovan | Donovan Phillips Leitch | 100 | Canada |
| Coo Coo Roo Coo Coo Paloma | Julio Iglesias | Mandez, Valendo, Carson | 100 | Canada |
| Deep In The Heart Of Texas | Duanne Eddy | J. Hershey/D. Swander | 100 | Canada |
| Derecho a la Vida | Conjunto Primavera | C. Sanchez | 100 | Canada |
| El Cumbanchero | Edmundo Ros | Hernandez | 100 | Canada |
| Everybody's Free (To Feel Good) | Rozalla | Swanson/Cox | 100 | Canada |
| Everyday | James Taylor | Petty/Hardin | 100 | Canada |
| Fascination | Nat King Cole | Marchetti, Manning | 100 | Canada |
| Georgia On My Mind | Ray Charles | Carmichael Hoagy/Gorrell Stuart | 100 | Canada |
| Granada | Frankie Laine :: Placido Domingo | Lara, Dodd | 100 | Canada |
| Guadalajara | Elvis Presley | Gulzar | 100 | Canada |
| Hurdy Gurdy Man | Donovan | Leitch | 100 | Canada |
| Lazy River | Hoagy Carmichael | Carmichael, Arodin | 100 | Canada |
| Let It Rain | Amanda Marshall | Hall | 100 | Canada |

| Song | Artist | Writer(s) | % Controlled | Territories |
|---------------------------------------|--|--|----------------------------------|-------------|
| Love Me With All Of Your Heart | Ray Charles Singers | Rigual; Rigual; Martinoli; Skylar | 100 | Canada |
| Major Tom (Coming Home) | Peter Schilling | Schilling; Lodge | 100 | Canada |
| Mama | Connie Francis | Bixio; Cherubini; Barlow; Brito | 100 | Canada |
| Mambo No.5 | Lou Bega | P. Prado, L. Bega, Zippy | 100 | Canada |
| Mas Que Nada | Sergio Mendez & Brazil 66 | J. Menezes | 100 | Canada |
| Mellow Yellow | Donovan | Leitch | 100 | Canada |
| Mucho Mambo 1 | Shaft | Gimbel/Ruiz | 100 | Canada |
| Mucho Mambo 2 | Shaft | Gimbel/Ruiz | 100 | Canada |
| Never Never Never | Shirley Bassey | NEWELL NORMAN, RENIS TONY, TESTA ALBERTO | 100 | Canada |
| Patricia | Perez Prado | prado perez | 100 | Canada |
| Perfidia | Ventures | Domínguez Borrás Alberto/Leeds Milton | 100 | Canada |
| Since I Don't Have You | Skyliners:: Brian Setzer : Art Garfunkle | Beaumont, Rock, Vogel, Vorsearon, Taylor, Lester, Martin | 100 | Canada |
| The Crying Game | Theme :: Boy George | Stephens | 100 | Canada |
| The Great Pretender | The Platters :: Freddy Mercury | Ram | 100 | Canada |
| Tossing And Turning | Ivy League | Carter; Lewis; Ford | 100 | Canada |
| Walk Like An Egyptian | The Bangles | Stenberg | 100 | Canada |
| Walk Right In (Forrest Gump) | Rooftop Singers | Cannon/Woods | 100 | Canada |
| What About Us | Point Break | Barnett/Holmes/Oliver/Bennett/Adams | 100 | Canada |
| Winchester Cathedral | New Vaudeville Band | Stephens | 100 | Canada |
| You Belong To My Heart | Bing Crosby | Lara; Gilbert | 100 | Canada |
| B2K is Hot | B2K | Shawn Carter/Malik Cox/Tim Mosley/Jerome Jones/ Marquess Houston/Kelton Kessee/Tony Scott/Dreux. Frederick/Omario Granberry/Jarrell Houston/D'Mario Thornton | NOT CONTROLLED IN THIS TERRITORY | Canada |
| Come On Over Baby (All I Want Is You) | Christina Aguilera | JOHAN PAR ABERG, CHRISTINA MARIA AGUILERA, CHAKA KIMITHI BLACKMON, RAYMOND ALEXANDER CHAM, ERIC DION DAWKINS, RON FAIR, SHELLY PIEKEN, PAULI KAJ OLAVI REINIKAINEN, GUY TEVATEUA ROCHE | 100 | Canada |
| Flor Sin Retono | Charlie Zaa | R.Fuentes Gasson | 100 | Canada |
| God, Family & Country | Craig Morgan | Morgan, C./ Morris, C./ McDaniel L. | 66.66 | Canada |
| I Am A Man Of Constant Sorrow | Soggy Bottom Boys | Stanley, G. | 100 | Canada |
| I Need Somebody | Bardot | Hedgas, Butler, Pickering | NOT CONTROLLED IN THIS TERRITORY | Canada |
| Roses | Foxfire 4 | Wicks, Wingate | 50 | Canada |
| The Glory of Love | Theme | Peter Cetera, Diane Nini, David Foster | 39.38 | Canada |
| You Are My Sunshine | Big Crosby | JIMMIE DAVIS, CHARLES MITCHELL | 100 | Canada |
| El Ayudante | Vicente Fernandez | M.E.Toscano | 100 | Canada |

EXHIBIT CO 0179

EXHIBITS CO 0179 – CO 0200

INTENTIONALLY OMITTED